

EXHIBIT 5

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LD, DB, BW, RH v. United Healthcare Insurance Comp

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

LD, DB, BW, RH and CJ, on
behalf of themselves and all
others similarly situated,

Plaintiffs,

vs.

Case No. 4:20-cv-02254-YGR

UNITED HEALTHCARE COMPANY, a
Connecticut corporation,
UNITED BEHAVIORAL HEALTH, a
California corporation, and
MULTIPLAN, INC., a New
York corporation,

Defendants.

** HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY **

** PURSUANT TO PROTECTIVE ORDER **

REMOTE VIDEOTAPED DEPOSITION OF THE

30(b)(6) WITNESS ON BEHALF OF

MULTIPLAN, INC.

KATHY PRAXMARER

Tuesday, July 26, 2022

Volume I

Reported by:

NADIA NEWHART

CSR No. 8714

Job No. 5339556

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UNITED BEHAVIORAL HEALTH, a
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MULTIPLAN, INC., a New
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Defendants.

Remote videotaped deposition of
KATHY PRAXMARER, Volume I, taken on behalf of
Plaintiffs, with all participants appearing remotely
via videoconference and the witness testifying
from Naperville, Illinois, beginning at 9:02 a.m.
and ending at 2:17 p.m. on Tuesday, July 26, 2022,
before NADIA NEWHART, Certified Shorthand
Reporter No. 8714.

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15 (Remote appearance.)

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1 Tuesday, July 26, 2022

2 9:02 a.m.

3
4 THE VIDEOGRAPHER: Good morning, everyone.

5 We are going on the record at 9:02 a.m. Central
6 Daylight Time on Tuesday, July 26th, 2022. Please
7 note that this deposition is being conducted
8 virtually. Quality of recording depends on the
9 quality of camera and Internet connection of
10 participants. What is seen from the witness and
11 heard on screen is what will be recorded. Audio-
12 and video-recording will continue to take place
13 unless all parties agree to go off the record.

14 This is media unit 1 of the video-recorded
15 deposition of Kathy Praxmarer, taken by counsel for
16 plaintiff in the matter of LD, et al. versus United
17 HealthCare Insurance filed in the United States
18 District Court, Northern District of California.
19 The case number is 4:20-cv-02254-YGR. This
20 deposition is being conducted remotely using
21 virtual technology.

22 My name is Anthony Gulino, representing
23 Veritext Legal Solutions, and I am the videographer.
24 The court reporter is Nadia Newhart from the firm
25 Veritext Legal Solutions. I am not related to any

1 party in this action, nor am I financially
2 interested in the outcome. If there are any
3 objections to proceeding, please state them at the
4 time of your appearance.

5 Counsel and all present will now state their
6 appearances and affiliations for the record
7 beginning with the noticing attorney.

8 MR. LAVIN: Hi. This is Matt Lavin from
9 Arnall Golden & Gregory for the plaintiffs. And I
10 am joined by my colleagues Aaron Modiano and Nicole
11 Wemhoff.

12 MR. KING: Errol King with Phelps Dunbar
13 representing MultiPlan and the witness, Kathy
14 Praxmarer, and I am joined by no one.

15 THE REPORTER: Is that everyone?

16 MR. AIKEN: We have Matthew Aiken here from
17 Gibson Dunn on behalf of (technical difficulty)
18 Behavioral Health and Managed Healthcare. I'm also
19 joined by Geoff Sigler, also of Gibson, Dunn &
20 Crutcher.

21 THE REPORTER: I will swear you in. Please
22 raise your right hand, Ms. Praxmarer.

23 ///

24 ///

25 ///

1 KATHY PRAXMARER,
2 having been administered an oath, was examined and
3 testified as follows:

4

5 EXAMINATION

6 BY MR. LAVIN:

7 Q Good morning, ma'am. Could you state your
8 name for the record, please.

9 A Good morning. Kathy Praxmarer.

10 Q Hi, Ms. Praxmarer. My name is Matt Lavin,
11 and I represent the plaintiffs in this case.

12 And have you ever had your deposition taken
13 before?

14 A I have.

15 Q All right. About how many times?

16 A Two or three.

17 Q All right. Do you remember the last time you
18 had your deposition taken?

19 A In '21, 2021.

20 Q And do you remember what that was -- what
21 that case was?

22 A I don't -- I don't know the exact name of the
23 case, no.

24 Q Do you know the name of the attorney who took
25 your deposition?

1 MR. KING: If I can -- if I can, Matt, his
2 name was Rich Collins.

3 BY MR. LAVIN:

4 Q Okay. And did that case involve Viant
5 pricing?

6 A It did not.

7 Q Okay. What was the nature of that case?

8 A It related to -- gosh, I'm completely drawing
9 a blank. I'm sorry. I think it was DataiSight.

10 Q Okay. And do you know if in that case, if
11 you know, were you in a corporate 30(b)(6) capacity,
12 or were you deposed in an individual capacity, if
13 you know?

14 A I was in a corporate capacity.

15 Q Okay. On behalf of DataiSight or MultiPlan;
16 is that right?

17 A MultiPlan.

18 Q Okay. And what was the time you were deposed
19 prior to that?

20 A Matt, I -- I quite honestly couldn't even
21 tell you. It was quite a few years before then.

22 Q Okay. Was it in a personal matter, or was it
23 a professional matter?

24 A It was a professional matter.

25 Q Okay. And what about the time before that?

1 A As I indicated, it was two to three times. I
2 really don't recall the precise details or timing of
3 that.

4 Q Okay. Were they all professional matters?

5 A They were.

6 Q Did any of them relate to Viant?

7 A They did not.

8 Q So you know the rules. You've been deposed
9 before, so I'll just go over them super quick.

10 We -- you know, there's a court reporter
11 here. She can only take down one person at a time,
12 so we need to be careful not to speak over each
13 other. Let me finish asking a question, and I'll
14 let you finish answering a question. If for some
15 reason I cut you off, let me know and I'll -- you
16 know, you can continue answering.

17 If I ask anything and you can't understand
18 it, let me know. Your answers have to be, like,
19 yes, you know, or something out loud. They can't --
20 the court reporter can't take down gestures.

21 And, you know, your attorney, Mr. King, may
22 object to some questions. And unless he
23 specifically -- so first of all, give him time to do
24 that, if he's -- you know, attorneys try to get
25 objections on the record. Allow him to do that.

1 But then unless he specifically instructs you not to
2 answer, please answer the question.

3 And, you know, we can take breaks. Whenever
4 you feel like you need to take a break, just let us
5 know. And I just ask that you don't do it while a
6 question is pending, all right?

7 A Okay.

8 Q All right. So what did you do to prepare for
9 today's deposition?

10 A I met with Errol King yesterday.

11 Q Okay. And did you meet -- was anybody else
12 in that meeting, or was it just you and Mr. King?

13 A Just Mr. King and I.

14 Q All right. And where are you physically
15 today?

16 A I'm in Naperville, Illinois in the MultiPlan
17 office.

18 Q All right. Is there anybody in that room
19 with you?

20 A Mr. King.

21 Q And about for how long did you meet?

22 A Probably about six hours.

23 Q Did you look at any documents?

24 A I did.

25 Q Do you remember what documents you looked at?

1 A There were various emails, presentation
2 copies and other documents.

3 Q Do you remember any of those emails
4 specifically?

5 A I remember there were some that related to a
6 BFRD review. That's what comes to mind.

7 Q Okay. Do you remember what the presentations
8 related to?

9 A They were generally presentations made by
10 sales to UnitedHealthcare.

11 Q Did you speak with anybody else at MultiPlan
12 about your deposition today?

13 A I did not.

14 Q Okay. All right. So where are you currently
15 employed?

16 A MultiPlan.

17 Q And what is your current role at MultiPlan?

18 A I oversee our out-of-network services
19 division.

20 Q What is your title?

21 A Vice president out-of-network solutions.

22 Q So does that include all out-of-network
23 solutions at MultiPlan?

24 A It does.

25 Q Okay. Does that include DataiSight and Viant

1 and everything?

2 A It includes DataiSight, Viant and negotiation
3 services.

4 Q Got it. And for how long have you been a
5 vice president?

6 A I was in that title prior to being acquired
7 by MultiPlan. So I'm going to guess 13 years, but I
8 don't know that precisely.

9 Q And where did you work prior to MultiPlan?

10 A I was employed at Viant and then MultiPlan
11 acquired us in 2010.

12 Q And how long did you work with Viant before
13 they were acquired by MultiPlan in 2010?

14 A I'm going back. Since 1998.

15 Q And did you work anywhere before Viant in
16 1998?

17 A I did. I worked for Trustmark Insurance
18 Company.

19 Q And about how many years did you work for
20 Trustmark?

21 A I think it was five, five years.

22 Q And what was your -- what did you do at
23 Trustmark?

24 A I held a variety of different roles. I was a
25 claim adjuster, a disability adjuster. I was a

1 financial analyst.

2 Q And did you have a job before working at
3 Trustmark?

4 A Throughout college.

5 Q Where did you go to college?

6 A Illinois State.

7 Q Did you graduate with a degree?

8 A I did.

9 Q What was your degree in?

10 A I had a double major in finance and business
11 administration.

12 Q And do you have any other postgraduate
13 education?

14 A I do not.

15 Q All right. In your current role at
16 MultiPlan, who do you report to?

17 A Derek Reis-Larson.

18 Q And what is Mr. Reis-Larson's title?

19 A I believe it is a senior vice president of
20 repricing services.

21 Q And do you have people that report to you in
22 your current position?

23 A I do.

24 Q How many direct reports do you have?

25 A I have eight direct reports.

1 Q Okay. And who are those people, if you
2 remember?

3 A Allison Russell, Melissa Dotson, Dan Serrano,
4 Lisa Miller, Natasha Sinegar, Mike Bandomer, JR Moss
5 and Chris Vinton.

6 Q Okay. Do you have an understanding of the
7 case that you're being deposed in today?

8 A I do.

9 Q And what is your understanding?

10 A I understand that there are five members that
11 are being balance billed, and they were on claims
12 that Viant provided a recommendation to
13 UnitedHealthcare.

14 Q Okay. And so in your day-to-day
15 responsibilities, do you supervise the entire Viant
16 operation?

17 A I supervise the operational side of Viant,
18 yes.

19 Q Okay. And when you say "the operational
20 side," what functions does that refer to?

21 A That would refer to any service-related
22 function, so customer service type of activity, as
23 well as claim resolution specialist or you may hear
24 to them referred to as negotiators. Those are the
25 individuals that would speak with providers when a

1 inquiry or appeal is initiated.

2 Q Okay. Is there a difference between an
3 inquiry or an appeal?

4 A There is.

5 Q And what is that difference?

6 A An inquiry is really just that, inquiring
7 about the -- the services that took place on a
8 claim, asking questions, understanding the repricing
9 that occurred. An appeal is truly when a balance
10 bill has been initiated with a member.

11 Q And do those calls go to different teams
12 within Viant?

13 A They would generally start with a customer
14 service team first before being referred to another
15 area that may handle that call.

16 Q So, you know, I think you mentioned before
17 there was a couple pricing services or out-of-
18 network services that MultiPlan offers. There was
19 negotiations, right? DataiSight, Viant.

20 Do -- for example, does Viant have dedicated,
21 you know, call reps or negotiators who work only on
22 Viant claims?

23 A We have designated individuals for Viant on
24 the patient advocacy side, so that would be like our
25 customer service team. And we do have dedicated

1 individuals that negotiate on behalf of Viant.

2 Q Okay. So those are two different teams,
3 right? The negotiators and the customer service,
4 correct?

5 A Correct.

6 Q And do the negotiators handle the appeals?

7 A They do.

8 Q And customer service handles inquiries?

9 A Customer service, for example, would -- would
10 handle a call that came in from a member based on
11 receipt of a patient advocacy letter.

12 Q Okay. What about if a provider called in?

13 A If a provider called to initiate a question
14 or indeed indicating that they were balance billing
15 a member, then that would come through that patient
16 advocacy department, as well.

17 Q Okay. Where are those call centers
18 physically located?

19 MR. KING: Note -- note my objection.

20 You can answer.

21 THE WITNESS: I'm going to give two answers.
22 Pre-COVID, they were historically within the Salt
23 Lake City, Utah location. Since the pandemic, while
24 that is the location with which -- under which many
25 of them originated, our operation has expanded where

1 we're offering more of a national presence to fill
2 any open positions.

3 BY MR. LAVIN:

4 Q So people are working remotely from home?

5 A They are.

6 Q It's the -- the new world.

7 When calls come in, does Viant record those
8 phone calls?

9 A They do.

10 Q How are those stored?

11 MR. KING: Matt -- Matt, to be -- to be
12 clear, you said, "Does Viant record those phone
13 calls?" So we're -- you're talking just about Viant
14 and -- and the team she's identified, right?

15 MR. LAVIN: Exactly, yeah.

16 MR. KING: Okay.

17 BY MR. LAVIN:

18 Q We're talking about the Viant -- the two
19 teams that you mentioned.

20 So are those calls stored somewhere?

21 A They are stored for a limited period of time,
22 yes.

23 Q And how long are they kept for?

24 A They're kept for six months.

25 Q Do you use a vendor to store them, or does

1 Viant, you know, handle that on its own?

2 A That would not be under my purview. That's
3 much more a technical question.

4 Q So you don't know if you use Zoom or
5 RingCentral or something like that to record and
6 store phone calls?

7 A I know the applications that are used. I
8 don't know how they're stored. I -- I don't know
9 any of the technical detail behind the scenes.

10 Q Sure. What are those applications called?

11 A OnviCord.

12 Q Can you spell that.

13 A I believe it's O-n-v-i-C-o-r-d.

14 Q Okay. Anything else?

15 A No.

16 Q Do you have any role in the programming or
17 coding of the Viant tool?

18 MR. KING: Note my objection.

19 You can answer.

20 THE WITNESS: Can you clarify that question?

21 BY MR. LAVIN:

22 Q Sure. And, you know, maybe I should back up.
23 Can you describe to me what Viant is.

24 A As a product, is that -- is that --

25 Q Yeah.

1 A -- what you're asking? Sure.

2 It's a usual and customary methodology that
3 is applied to facility claims.

4 Q And how does it work?

5 A I -- I really can't give the detail on the
6 repricing. That -- that would really be another
7 area within MultiPlan that's not my expertise.

8 Q Okay. Who would have that kind of detail?

9 A That would be our healthcare economics team
10 under Sean Crandell.

11 Q Anybody else you can think of?

12 A In Sean's organization? That would be his
13 area.

14 Q Who is Karen Beckstead?

15 A She's a member of the healthcare economics
16 team.

17 Q Okay. Does she have any role within Viant or
18 any responsibilities?

19 A She has various responsibilities. Again,
20 that would be more Sean's area to respond to than
21 mine. I -- I don't know the particulars of all
22 of his -- his employees.

23 Q Does Karen Beckstead report to Sean Crandell?

24 A She reports in to healthcare economics. I
25 don't know who she reports to.

1 Q Who is the director, who's the head of or
2 vice president, or who's the top person in
3 healthcare economics?

4 A That would be Sean Crandell.

5 Q So you said usual and customary. What does
6 that mean? What does usual mean in the healthcare
7 pricing context?

8 MR. KING: Objection.

9 You can answer.

10 THE WITNESS: Matt, again, I really am not
11 the expert on methodology, so -- and I'm really not
12 sure the questions you're asking and -- and how -- I
13 would really refer those to Sean again.

14 BY MR. LAVIN:

15 Q So I just want to be sure. You have no idea
16 at all what usual and customary means, right?

17 MR. KING: Objection.

18 You can answer.

19 Argumentative.

20 THE WITNESS: Sure. I mean, usual and
21 customary is a terminology that is standard in the
22 industry.

23 BY MR. LAVIN:

24 Q Okay. Can you define it for me.

25 MR. KING: Objection; outside the scope.

1 You can answer.

2 THE WITNESS: I'm not sure how to define
3 that, to be quite honest.

4 BY MR. LAVIN:

5 Q Okay. What does it mean for something to be
6 usual?

7 MR. KING: Again, objection; outside the
8 scope of the deposition.

9 You can answer.

10 THE WITNESS: Usual. Common?

11 BY MR. LAVIN:

12 Q Okay. What about customary? What does that
13 mean?

14 MR. KING: Same objection.

15 THE WITNESS: I don't even know how to define
16 that.

17 BY MR. LAVIN:

18 Q Okay. I'm just asking because, you know,
19 you've worked with Viant for a really long time,
20 right?

21 A I have worked for Viant for a long time. I
22 have not overseen this department throughout that
23 tenure.

24 Q Okay. Well, what were some of your other
25 roles at Viant over your tenure?

1 MR. KING: Objection; asked and answered.

2 THE WITNESS: Primarily within the
3 negotiation services area.

4 BY MR. LAVIN:

5 Q Okay. Is usual and customary a sales tool,
6 is it -- or rather a sales term, or does it have an
7 actual meaning?

8 MR. KING: Again, objection; asked and
9 answered, outside the scope of the witness's
10 deposition, Matt.

11 But you can answer.

12 THE WITNESS: Is it a -- did you say is it a
13 sales term? I'm sorry.

14 BY MR. LAVIN:

15 Q Yes. Is it a sales term, or does it have an
16 actual -- I'm unclear on its meaning, so I'm asking
17 you, is it a sales term, or does it have a really
18 specific meaning in healthcare pricing?

19 MR. KING: Same objection.

20 THE WITNESS: No, I wouldn't -- I wouldn't
21 suggest it's a sales term.

22 BY MR. LAVIN:

23 Q Okay. So when you say it generates a usual
24 and customary price -- right? Isn't that what Viant
25 does?

1 A Uh-huh.

2 MR. KING: You have to answer --

3 BY MR. LAVIN:

4 Q Right. I'm --

5 A Yes, yes. I'm sorry.

6 Q Okay. I mean, I -- I've heard, you know,
7 different types of terms. I'm just trying to
8 understand. Does that mean -- and when you say
9 "usual," "common," does that, you know, mean common
10 to what?

11 MR. KING: Same objection.

12 BY MR. LAVIN:

13 Q Can you give me an example.

14 A Common to reimbursement in that geographical
15 area.

16 Q For similar providers?

17 A Yes.

18 Q So is it -- when you say "usual and
19 customary," do you mean like similar services from
20 similar providers in a similar area? Is that a fair
21 thing to say?

22 A Yes, that would be fair.

23 Q Do you have an idea of how many claims a year
24 are priced for United through Viant?

25 A I -- I don't have that number.

1 Q Okay. Do you know what types of claims are
2 priced by Viant for United? Are there any
3 categories --

4 MR. KING: Objection -- objection; scope.
5 Outside the scope.

6 You can answer.

7 THE WITNESS: Facility claims.

8 BY MR. LAVIN:

9 Q Okay. And what's a facility claim?

10 A Rendered in a facility or ambulatory surgical
11 center, hospital setting.

12 Q Okay. Have you ever heard of a professional
13 claim?

14 A I have.

15 Q Is there a difference between a professional
16 claim and a facility claim?

17 A A professional claim I would define as a
18 physician or physician-like services such as
19 anesthesiologist or CRNA.

20 Q Okay. And what's different about a facility
21 claim versus a physician claim?

22 MR. KING: Objection; scope.

23 THE WITNESS: You could state that there's
24 billing on a UB, a standard UB format on the
25 facility side. On the professional side, you have

1 billing on a HCFA standard format.

2 BY MR. LAVIN:

3 Q And is Viant capable of pricing professional
4 plans?

5 MR. KING: Same objection -- standing
6 objection.

7 You can answer.

8 THE WITNESS: Viant would primarily reprice
9 facility claims.

10 BY MR. LAVIN:

11 Q Okay. Does Viant ever price professional or
12 physician claims?

13 MR. KING: Asked and answered.

14 You can -- you can answer again.

15 THE WITNESS: Not that I'm aware of.

16 BY MR. LAVIN:

17 Q Okay. So it -- does -- do you know anything
18 about the data underlying Viant pricing?

19 MR. KING: Objection; outside the scope of
20 her deposition.

21 THE WITNESS: A very high level.

22 BY MR. LAVIN:

23 Q Okay. What is that very high-level
24 understanding?

25 MR. KING: Same objection.

1 THE WITNESS: That there are a variety of
2 tools or resources that are used to establish the
3 facility U and C repricing.

4 BY MR. LAVIN:

5 Q Okay. U and C means usual and customary,
6 right?

7 A Correct.

8 Q All right. Do you know what those tools are?
9 I mean, is there a data set that underlies Viant?
10 And I don't -- I understand you don't know all the
11 details about the data set, but --

12 MR. KING: Same objection. Outside the
13 scope. This was -- this was the topics designated
14 to Sean Crandell of MultiPlan.

15 But you can answer.

16 THE WITNESS: Again, I can -- I know that
17 there are a multitude of datasets. I don't know all
18 of them, no.

19 BY MR. LAVIN:

20 Q Okay. Have you ever heard of the standard
21 analytical file?

22 A I have.

23 Q What -- do you know what the standard
24 analytical file is?

25 A I just know that it is part of the toolset.

1 Q Okay. And when Viant prices claims, does it
2 price them based on other similar, you know, data
3 for similar providers and similar geographic areas,
4 if you know?

5 MR. KING: Same objection.

6 You can answer.

7 THE WITNESS: Yes, that would be my
8 understanding.

9 BY MR. LAVIN:

10 Q All right. So when it prices a facility
11 claim, does it do so based on, you know, similar
12 data of other facility claims?

13 MR. KING: Same objection.

14 THE WITNESS: Yes, but, again, I'm really not
15 an expert on this methodology.

16 BY MR. LAVIN:

17 Q I understand. I just -- you know, you had
18 mentioned it's a tool for pricing facility claims.
19 I was wondering if the -- if the underlying data,
20 right, if it is comparing incoming facility claims
21 to facility claims in underlying datasets.

22 Do you understand that?

23 MR. KING: Matt, I'm trying to be patient
24 here, but how is any of this line of questioning
25 within the topics she's been designated for?

1 BY MR. LAVIN:

2 Q Okay. Can you answer the question.

3 MR. KING: You're entitled to background
4 questions, and you've asked those. But now
5 you're -- you're digging into the methodology.
6 That's what Sean Crandell sat for, and Aaron deposed
7 him for a few hours on it.

8 MR. LAVIN: All right. So your objection is
9 noted. Thank you.

10 MR. KING: She has not been prepared for the
11 topics dealing with the Viant methodology.

12 MR. LAVIN: I'm just asking her -- she has
13 worked with Viant a long time -- her high-level
14 understanding of it.

15 MR. KING: You can answer.

16 THE WITNESS: So can you re- -- can you ask
17 the question again? I don't know what the question
18 was.

19 BY MR. LAVIN:

20 Q Sure. When Viant prices a facility claim, is
21 it doing so based on an underlying data set of other
22 facility claims based on your high-level
23 understanding?

24 MR. KING: Same objection.

25 You can answer.

1 THE WITNESS: Yes, I believe so.

2 BY MR. LAVIN:

3 Q Let us -- we're going to go to the first
4 exhibit.

5 Do you have the Exhibit Share set up,
6 Ms. Praxmarer?

7 A I do.

8 Q So I'll tell you, something about this is you
9 have to keep refreshing it. It won't just, like,
10 autopopulate.

11 A Okay.

12 (Exhibit 1 was marked for identification
13 and is attached hereto.)

14 MR. LAVIN: So Exhibit 1 is entitled "Notice
15 of Taking Deposition Pursuant to Federal Rules of
16 Civil Procedure 30(b)(6) of -- for MultiPlan: Kathy
17 Praxmarer."

18 THE WITNESS: Matt, I'm sorry. Nothing is
19 appearing on mine. So if you can just give me a
20 minute here.

21 MR. LAVIN: You may have to hit the refresh
22 button.

23 THE WITNESS: Yeah, I've done that.

24 MR. KING: You need to file -- you need to
25 hit files, "see files."

1 THE WITNESS: Yeah.

2 MR. KING: And just scroll down and hit
3 "share."

4 THE WITNESS: That's what I did. It says I
5 don't have permission to access any folder.

6 MR. KING: Matt, let's go off the record if
7 we can so we can try and sort this out on her end.
8 She's not been given access to Exhibit Share for
9 some reason. It just -- this just happened.

10 THE VIDEOGRAPHER: Okay. Let's go off the
11 record. The time is 9:33 a.m., and this is the end
12 of media number 1.

13 (Mr. Kelly joined the proceedings.)

14 THE VIDEOGRAPHER: Okay. We're going back on
15 the record. The time is 9:37 a.m., and this is the
16 start of media unit number 2.

17 MR. SIGLER: This is Geoff Sigler, counsel
18 for the United defendants. I just wanted to confirm
19 that as we've been doing it throughout the case,
20 when one party objects, the other parties don't need
21 to make the same objection. The objections will
22 count for everyone.

23 Do you agree, Matt?

24 MR. LAVIN: Sure.

25 MR. SIGLER: Thank you.

1 BY MR. LAVIN:

2 Q Okay. Ms. Praxmarer, have you got the
3 exhibits up and running?

4 A I do.

5 Q Okay. Do you see that first one?

6 A I do.

7 Q Do you want to scroll through it real quick?

8 A Okay.

9 Q Have you ever seen this document before?

10 A Yes. Mr. King showed me this this morning.

11 Q Okay. Looking at this document, it says --
12 it has a number of topics.

13 Do you know which topics you've been
14 designated to speak on today, or would you like me
15 to go through them?

16 A I do.

17 Q Okay. Which topics are those?

18 A 7, 8, 19, 20, 2- --

19 Q What about 23?

20 A Yeah, 23, 24 and 25.

21 Q And what about --

22 A And 2- -- sorry. 27.

23 Q Sure. Okay. Let us -- all right.

24 What did you do to prepare for those topics
25 today?

1 MR. KING: Objection; asked and answered.

2 You can answer.

3 THE WITNESS: Right. So as I -- as I
4 indicated, I met with Mr. King yesterday and
5 reviewed a variety of -- of documents.

6 BY MR. LAVIN:

7 Q Okay. Did you do anything on your own,
8 though and look at anything? Read anything --

9 A Just --

10 Q -- to prepare --

11 A Just the same documents that we reviewed
12 together yesterday.

13 MR. LAVIN: Well, let -- let's put up the
14 next exhibit.

15 (Exhibit 2 was marked for identification
16 and is attached hereto.)

17 BY MR. LAVIN:

18 Q Exhibit 2 is a letter from Mr. King to
19 myself.

20 And have you ever seen this letter before?

21 A No, I hadn't.

22 MR. LAVIN: Let's go to the next exhibit.

23 (Exhibit 3 was marked for identification
24 and is attached hereto.)

25 THE WITNESS: And what exhibit number?

1 BY MR. LAVIN:

2 Q It's Exhibit 3.

3 A Okay.

4 Q And Exhibit 3 is entitled "Plaintiffs' Third
5 Amended Class Action Complaint." And you can scroll
6 through it if you'd like. We're not going to go
7 into a lot of detail on it.

8 Have you ever seen this document before?

9 A I have.

10 Q Do you remember when the first time you saw
11 it was?

12 A Over the weekend.

13 Q And, you know, did you look it up on your own
14 over the weekend?

15 A No. Again, it was documents that Mr. King
16 had prepared for my review.

17 Q So he sent you a zip file or some documents
18 to look at?

19 A Correct.

20 Q Had you ever seen this document before this
21 weekend?

22 A No, I had not.

23 Q When did you first become aware of this case
24 that you're being deposed on today?

25 A I don't know when that would have been, to be

1 honest. Generally, if there is a request for
2 information, I would be aware that it -- it was
3 being researched. But outside of that, I wouldn't
4 have any -- any input.

5 Q What do you mean by request for information?
6 Can you elaborate.

7 A Sure. So if there was a request for details
8 that were part of the case, that would require
9 myself or my team.

10 Q Do you know if you were requested to provide
11 any details related to this case?

12 A I was not personally, but my team may have
13 been.

14 Q Do you know if you searched for any documents
15 on behalf of MultiPlan or Viant to produce in this
16 case?

17 A No. That would have been done outside of me.

18 Q Let me ask you one question. This is about
19 kind of corporate structure of Viant. Is Viant a
20 separate company? Is it wholly owned? Is it just a
21 division of MultiPlan? How is it structured, if you
22 know?

23 MR. KING: Note my objection.

24 You can answer.

25 THE WITNESS: Sure. It is owned by

1 MultiPlan.

2 BY MR. LAVIN:

3 Q Do Viant employees -- are they actually
4 MultiPlan employees?

5 A They are part of MultiPlan.

6 Q Internally at MultiPlan, is Viant considered,
7 you know, a separate division? Is it part of the
8 whole? Do you know what I mean?

9 A Can you clarify your question?

10 Q Sure.

11 Do individuals who answer the phone -- we
12 talked about the Viant, the two different -- you
13 know, there's the negotiators and there's the
14 customer service, right, for the call center?

15 A Yes.

16 Q When they answer the phone, are they
17 answering the phone on behalf of MultiPlan or just
18 on behalf of Viant?

19 A On behalf of Viant.

20 Q But Viant has no separate corporate entity,
21 does it?

22 A Viant does have a separate -- a separate
23 entity. They're owned by MultiPlan.

24 Q So there is a corporate entity called --
25 named Viant --

1 A Yeah.

2 Q -- a separate company?

3 A Yes.

4 Q And do those employees receive, you know,
5 checks? Do they say "MultiPlan" on them or "Viant,"
6 for example?

7 MR. KING: Note my objection.

8 You can answer.

9 THE WITNESS: I wouldn't know that, Matt.

10 BY MR. LAVIN:

11 Q You know, are you aware that, you know, some
12 providers have, you know, network contracts with
13 MultiPlan, right?

14 A Correct.

15 MR. KING: Note my objection; outside the
16 scope.

17 You can answer.

18 THE WITNESS: Correct, I'm aware.

19 BY MR. LAVIN:

20 Q And that would be considered a separate
21 contract from a contract with Viant, correct?

22 A Yes, that's correct.

23 Q And does Viant ever contract with providers?

24 A Not usually, no.

25 Q You say "not usually." Do they ever?

1 A Not to my knowledge.

2 Q Are the people who answer the phones at Viant
3 taught to refer to MultiPlan as a separate company?

4 MR. KING: Note my objection.

5 You can answer.

6 THE WITNESS: They -- they know that they
7 work for Viant and the Viant brand. They understand
8 that they are part of MultiPlan.

9 BY MR. LAVIN:

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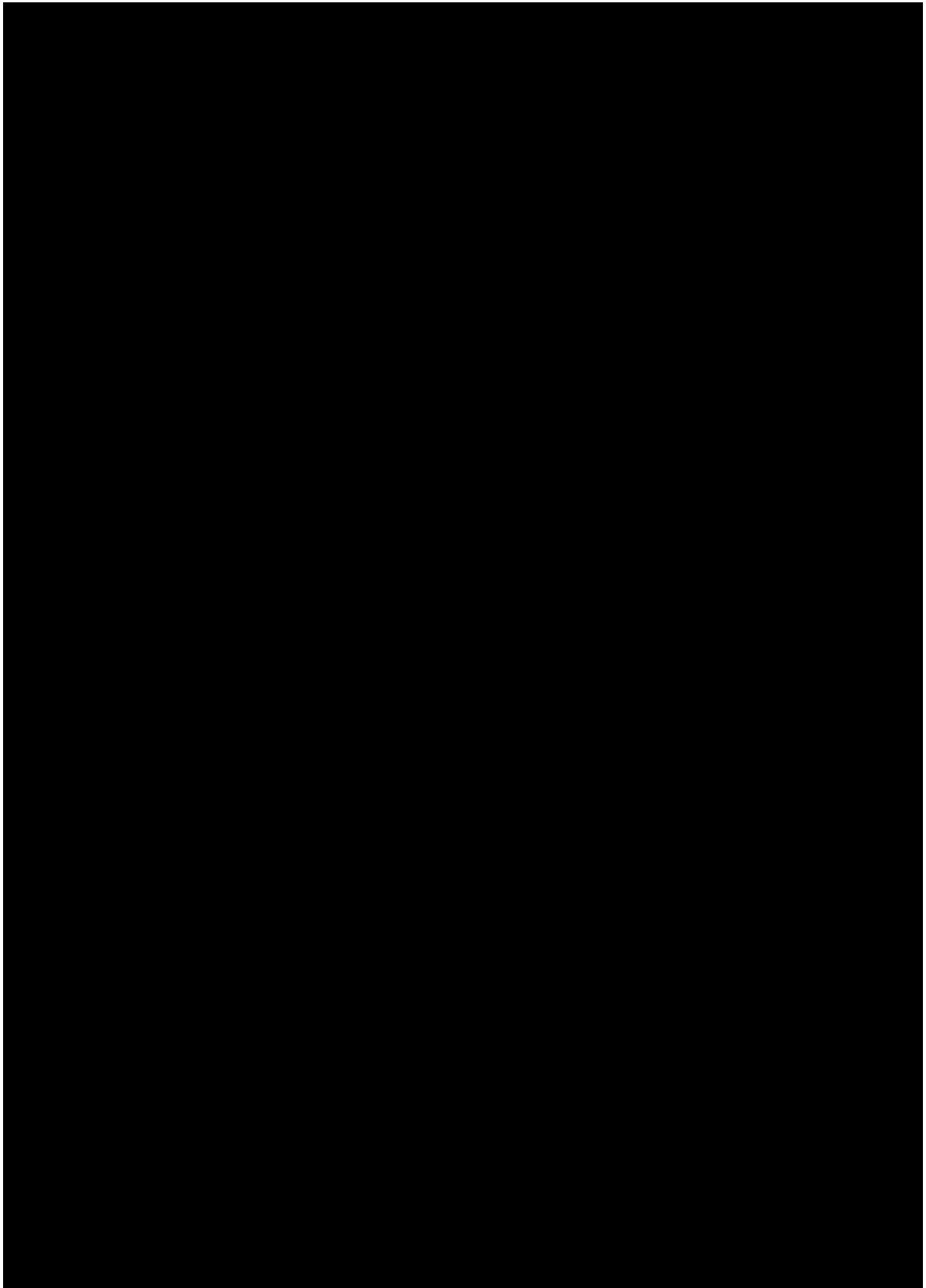
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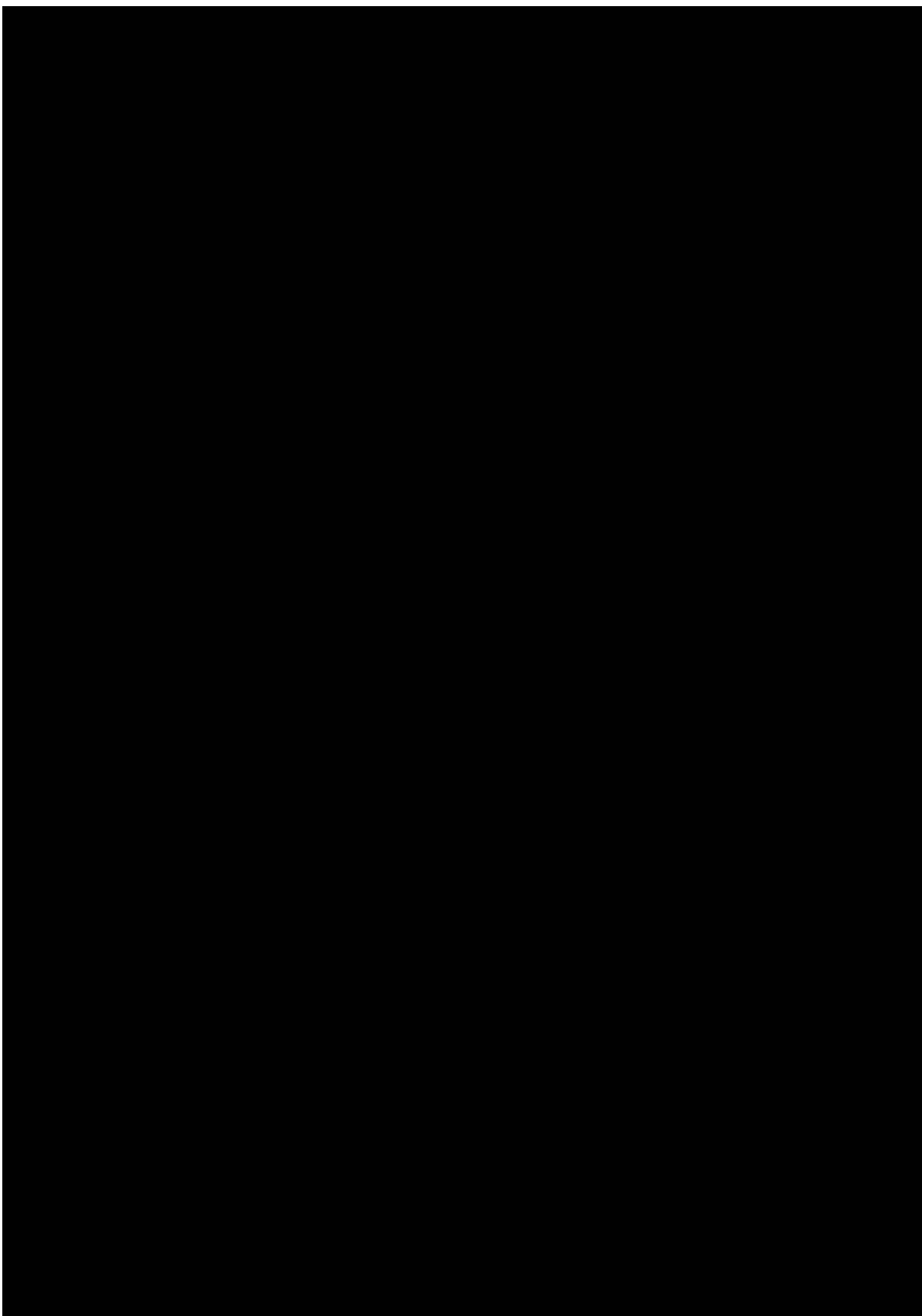
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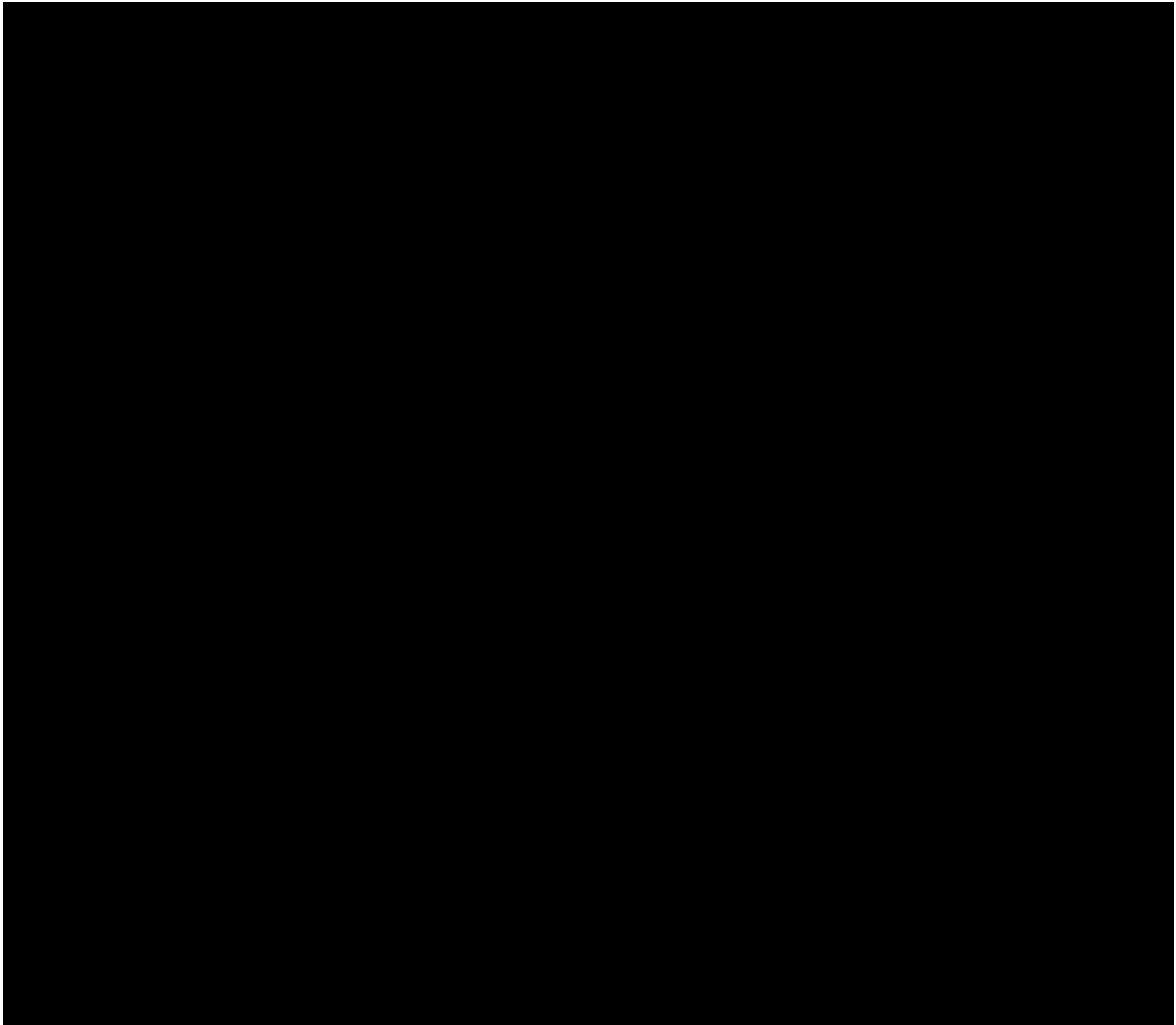
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Q Can you describe for me how it works if --
let's -- so let's say a provider, for example, has
called up, and they first go to patient advocacy,
correct?

A If the provider contacts Multi- -- Viant?

Q Yes.

A Yes. They would first go to our patient
advocacy team.

Q And let's say they -- they tell patient

1 advocacy, you know, I don't like the pricing on
2 this. I would like to -- I'm going to balance bill
3 the member. What happens next?

4 A So the patient advocacy member would document
5 the contact from the provider, and then they would
6 open that and send it to our negotiation team, so
7 the claim resolution specialists. It would assign
8 to a claim resolution specialist, and then they
9 would contact the applicable individual at the
10 facility for next steps.

11 Q So the claim resolution specialist would call
12 the provider back; is that right?

13 A Yes, they would.

14 Q After a ticket or something is opened in the
15 system; is that right?

16 A Sure, yeah. Generally, that's how it works.

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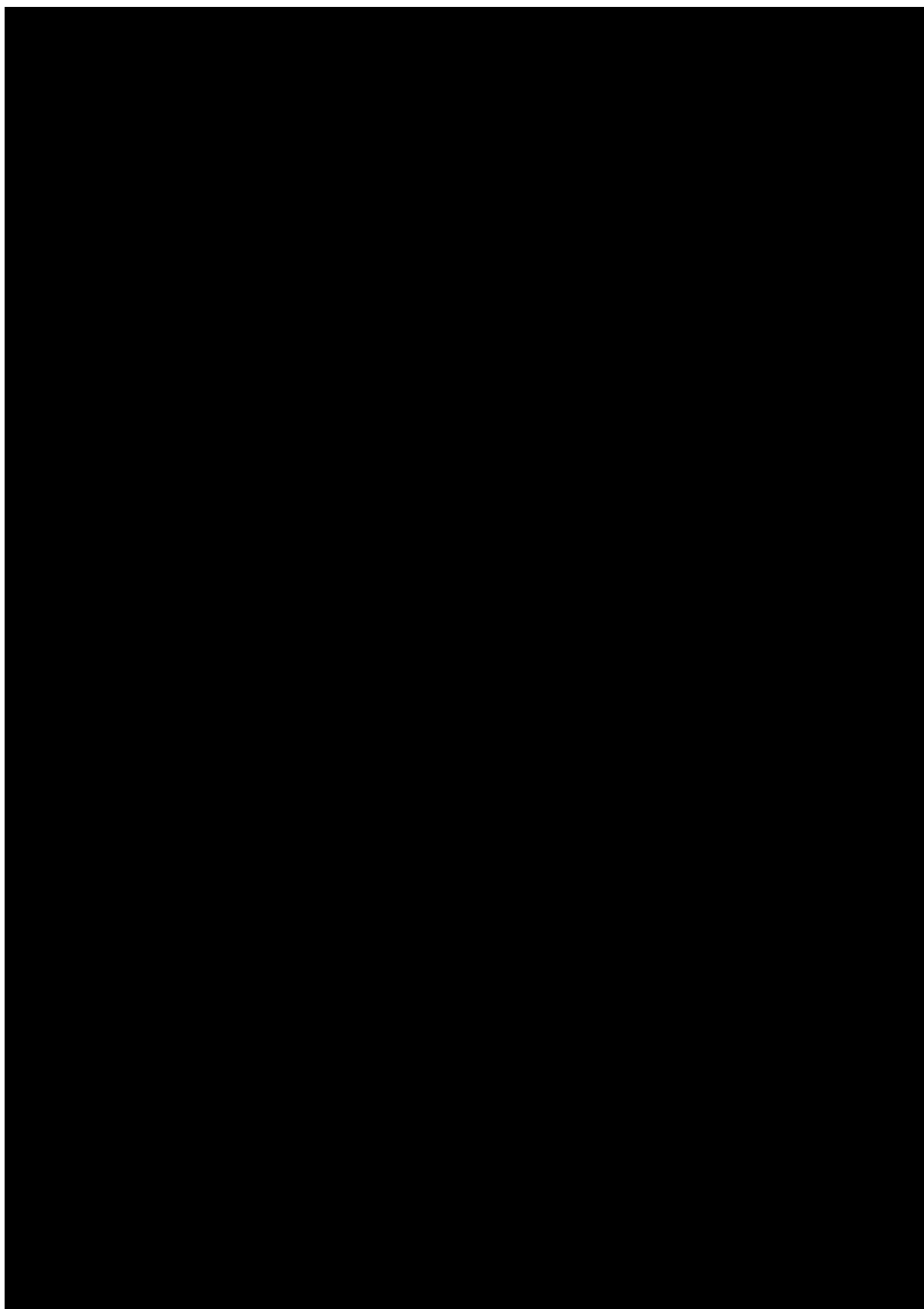
Q Do they go and look that document up? Maybe they -- they know it off the top of their head probably.

A Sure. Based on their tenure, they may -- they may already know that.

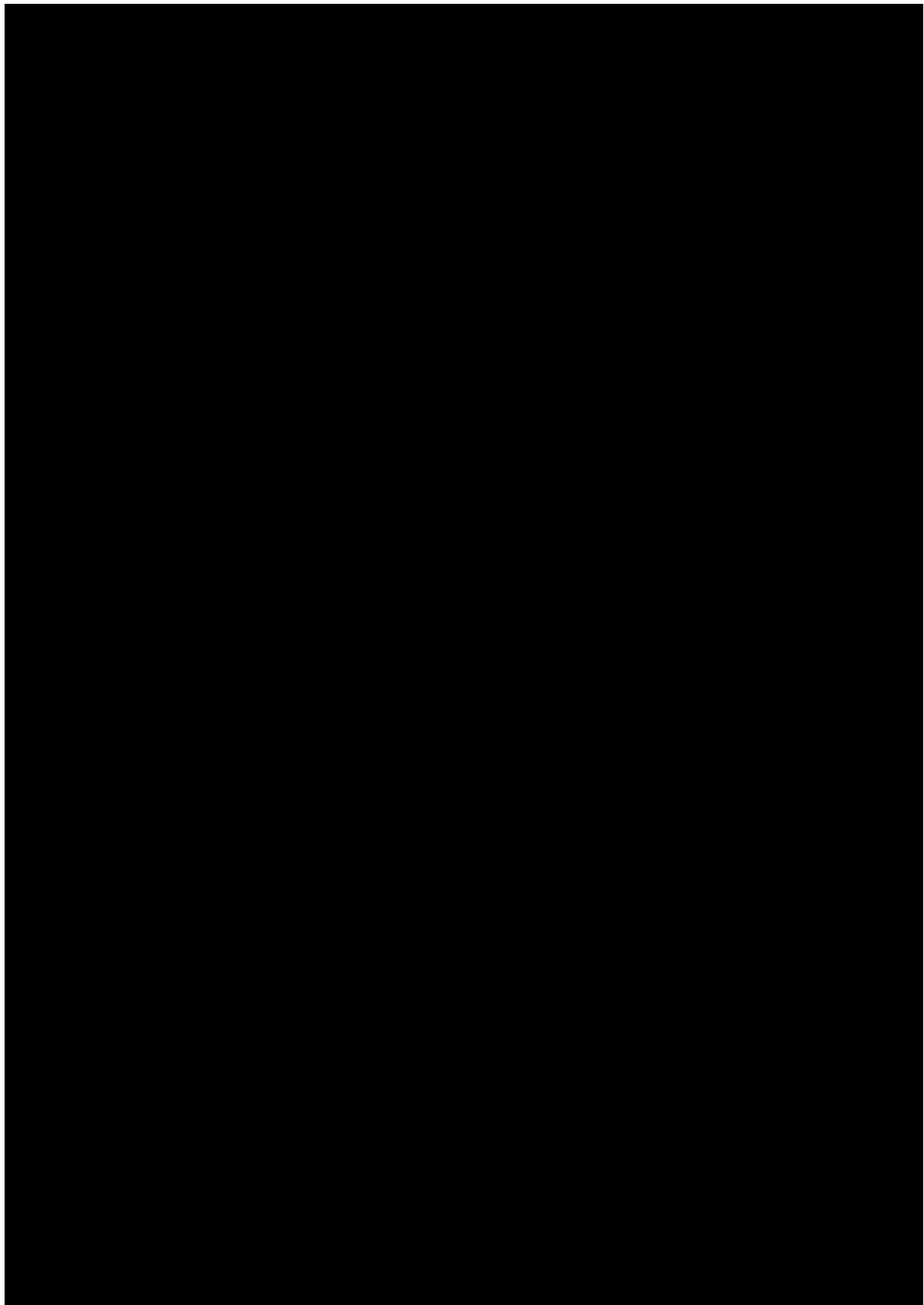
Q But if they did not -- let's say they were new -- would they go pull up that information first for that particular MultiPlan customer?

A They could, yes.

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1 BY MR. LAVIN:

2 Q Okay. So a claims resolution specialist
3 could maybe look up a provider and look up a code
4 and see if they've agreed to a certain rate for that
5 service previously with Viant?

6 A It would not be specific to a code. It would
7 be specific to the claims that they may have
8 previously attempted negotiation.

9 Q But would those claims be associated with
10 like a HCPC or some kind of procedure code?

11 A There would be codes within the claim, yes.
12 But your question was related to, is it by code, and
13 that is not the case.

14 Q Okay. So there's nothing that indicates
15 like, you know -- are you familiar with HCPC H0015?

16 A I know that that code exists, yes.

17 Q Are you aware that that's the code at issue
18 in this case?

19 A I am.

20 Q So could a, you know, provider call up.
21 Let's say they get to claim resolution specialist.
22 Would the claim resolution specialist be able to
23 look up their TIN and say, you know, two weeks ago,
24 this is what they took for H0015?

25 A No. As I mentioned, they cannot do that by

1 code. So they can see prior claims in which they
2 negotiated with that -- that facility or that
3 contact. But they would have to open the claim to
4 see what was billed on that claim.

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13 Q Okay. And then what do you do when you do --
14 when that happens? Is that information sent over to
15 United?

16 A Correct. We'd close it as a unsuccessful --
17 or an appeal that we were not able to resolve.

18 Q Is there any kind of report generated of
19 those?

20 A I don't know definitively the -- the back-end
21 closure process for United.

22 Q Do you know about how many appeals -- I'm
23 just talking about appeals -- a day that Viant
24 handles on behalf -- well, for United claims?

25 A I don't know that.

1 Q Do you know if it's hundreds, thousands?

2 MR. KING: Objection.

3 You can answer.

4 THE WITNESS: I don't know specific to
5 United. I just don't know that number.

6 BY MR. LAVIN:

7 Q So I think you also said that they will
8 explain the methodology to a provider, correct?

9 A Correct.

10 Q How much detail do they go into on the
11 methodology?

12 A They would generally give a -- a general
13 description on the methodology.

14 Q Do the people who work in appeals, the claims
15 resolution specialists, do they understand the
16 methodology that Viant uses to price claims?

17 MR. KING: Note my objection.

18 You can answer.

19 THE WITNESS: They are given a training of --
20 a high-level methodology training.

21 BY MR. LAVIN:

22 Q Is the standard analytical file ever
23 mentioned to providers on those calls?

24 A I don't believe so, but I don't know that
25 definitively.

1 Q Do you know if the appeals team knows what
2 the standard analytical file is?

3 A I don't.

4 Q Who's responsible for training them?

5 A It would be our corporate education
6 department.

7 Q And who's in charge of that department?

8 A Arlene DeFao. We have not had a new employee
9 within Viant for a very long time, so I don't -- I
10 don't even know if Arlene has ever trained Viant.

11 Q You said you haven't had a new employee in a
12 long time; is that right?

13 A Correct.

14 Q So you're not sure if anybody is training
15 Viant?

16 A No. I'm saying --

17 MR. KING: Note my objection.

18 You can answer.

19 BY MR. LAVIN:

20 Q I didn't understand your answer, so...

21 A I'm sorry?

22 Q I just didn't understand your answer.

23 A Yes. You were asking about our corporate
24 education department. And I mentioned Arlene.
25 However, we have not had a new employee under Viant

1 in a very long time, so I don't know that Arlene
2 would even have documentation that trained Viant,
3 because that would have been years that we've had a
4 new employee.

5 Q So there hasn't been any new call center
6 employees in years, right?

7 A You were referencing the negotiators?

8 Q Right.

9 A The call center is our patient advocacy
10 department.

11 Q Okay. So there's no claims resolution
12 specialists in years; is that right?

13 MR. KING: For Viant?

14 THE WITNESS: For Viant, correct.

15 BY MR. LAVIN:

16 Q Yep. How many claims resolution specialists
17 are they -- are there?

18 MR. KING: Company-wide?

19 MR. LAVIN: For Viant.

20 THE WITNESS: Are you asking specific to
21 Viant?

22 BY MR. LAVIN:

23 Q Yeah. We're talking about Viant today unless
24 I indicate otherwise.

25 A Sure. I would say approximately eight.

1 Q And are they located in one area, or are they
2 working from home all around the country?

3 A They also are working from home, generally
4 all in the Salt Lake City area, unless they've moved
5 recently.

6 Q And you're unsure what level of detail they
7 are able to give providers on the under -- on the
8 data or the methodology underlying Viant, correct?

9 A I -- I just don't know that, no. I know
10 they -- they have a high-level understanding of --
11 of the methodology.

12 Q Are you familiar with the Viant white papers?

13 A I am.

14 Q Do you know if those are ever shared with the
15 appeals folks?

16 A They are not.

17 Q Are the people on the appeals team given any
18 special training about, you know, hospital or
19 Medicare reimbursement or procedure codes?

20 MR. KING: Note my objection.

21 You can answer.

22 THE WITNESS: Matt, I honestly did not review
23 anything related to their training in preparation
24 for this, so I -- I don't -- I just don't have a lot
25 of detail on that.

1 BY MR. LAVIN:

2 Q Okay. But you've overseen those people for
3 25 years, right?

4 A I have not. I've overseen those individuals
5 for approximately five.

6 Q And in that time, you did not become familiar
7 with their training?

8 A No, I haven't.

9 Q Did they all predate you?

10 A They did.

11 Q What are the names of those eight claims
12 resolution specialists?

13 A Oh, I couldn't tell you that, Matt.

14 Q You don't know the names of the claims
15 resolution specialists for Viant?

16 A No.

17 Q These are just mysteries to you? They -- you
18 wouldn't recognize any of their names?

19 MR. KING: Note my objection; argumentative.

20 THE WITNESS: If they -- if they were
21 presented on a -- on a document, I probably could
22 tell you the names, but I have a large department.
23 I don't know the names of every individual across my
24 team, no.

25 BY MR. LAVIN:

1 Q Do you ever speak with them?

2 A Rarely.

3 Q Okay. What is MultiPlan's position on the
4 level of detail that a provider can be given to
5 understand the Viant methodology?

6 MR. KING: Note my objection.

7 You may answer.

8 THE WITNESS: So we would provide the
9 overview of the methodology and explaining to the
10 provider how the repricing had occurred.

11 BY MR. LAVIN:

12 Q But -- so can you give me an example of
13 what's that overview. What would they -- would they
14 give to a provider? What would they say?

15 A Again, sorry, Matt, I just didn't review that
16 documentation in preparation for this.

17 MR. LAVIN: Okay. Let's take a look at the
18 next exhibit.

19 (Exhibit 4 was marked for identification
20 and is attached hereto.)

21 THE WITNESS: It's still refreshing.

22 Exhibit 4?

23 BY MR. LAVIN:

24 Q Yeah. Exhibit 4 is "MultiPlan's Answer to
25 Plaintiffs' Second Amended Class Action Complaint."

1 Do you see that?

2 A I do.

3 Q Have you ever seen this document before?

4 A I'm just reviewing here.

5 Q Sure.

6 A Yes, I have.

7 Q All right. And when was the first time you
8 saw this document?

9 A It would have been, again, over the weekend
10 and yesterday.

11 Q Do you know what an affirmative defense is?

12 A I would have to read it in context to -- to
13 validate that.

14 Q Is that a term you've ever heard before?

15 A It is.

16 Q Okay. Please scroll to the back of this
17 document. What page? So they start on page 41 of
18 the PDF.

19 A Okay.

20 Q All right. If we go ahead to the tenth
21 affirmative defense, it's on page 44 of the PDF.

22 A Okay.

23 Q And you see it says (as read):

24 "Fraud/Improper Conduct by Third
25 Parties"?

1 A I do.

2 Q Are you aware of any evidence of fraud or
3 improper conduct by third parties related to the
4 claims of the plaintiffs in this case?

5 A I do know that there are kind of suspect
6 codes or -- or billing, but not -- I can't
7 specifically say if that was fraud.

8 Q What do you mean by suspect codes or billing?
9 By who?

10 A By the provider based on the -- the charges
11 and the -- the codes that were billed on the claim.

12 Q Okay. Can you be more specific?

13 A I can't. That's -- that's all I have.

14 Q Can you point to any specific claims or any
15 specific charges?

16 MR. KING: Note my objection.

17 You can answer.

18 THE WITNESS: No, sir.

19 BY MR. LAVIN:

20 Q Have you investigated any specific claims or
21 any specific charges with relation to the third
22 parties and the plaintiffs in this case?

23 A I have not.

24 Q And when you say "they're suspect," in -- in
25 what way are they suspect?

1 A Just in -- in -- if they are billed
2 appropriately or coded appropriately or charged
3 appropriately.

4 Q Have you noticed any impropriety or anything
5 unusual about the billing or charges or codes
6 related to the plaintiffs in this case?

7 A I have -- again, I have not reviewed the
8 claims, as I mentioned in the prior question.

9 MR. LAVIN: Okay. Let's go to the next
10 exhibit.

11 (Exhibit 5 was marked for identification
12 and is attached hereto.)

13 THE WITNESS: Exhibit 5?

14 BY MR. LAVIN:

15 Q Exhibit 5. It says (as read):

16 "MultiPlan's Objections and
17 Answers to Plaintiffs' Special
18 Interrogatories to Defendant
19 MultiPlan, Incorporated."

20 If you can take a second to flip through
21 that.

22 Have you ever seen this document before?

23 A Yes. I believe I saw this yesterday, as
24 well.

25 Q Did you ever see it before yesterday?

1 A No, I hadn't.

2 Q All right. Let's go to interrogatory
3 number 2, which is on --

4 A Oh, same exhibit. Sorry. I just clicked
5 out.

6 Q Yeah. It's page 5 of the PDF.

7 A Okay.

8 Q Do you see it says (as read):

9 "Interrogatory No. 2: Describe in
10 detail the results of any and all
11 efforts by MultiPlan to obtain,
12 analyze, or undertake any review of
13 the language contained in member's
14 healthcare plans and whether
15 members actions and the PAD letters
16 directing patients and their
17 providers to contact you were
18 consistent and/or permitted under
19 said plans from January 20" -- "1st,
20 2015 to the present."

21 Do you see that?

22 A I do see that.

23 Q And then if you scroll down the next page --
24 so on interrogatory responses, usually the first
25 paragraph is objections, right, and the second

1 paragraph is kind of the substantive answer.

2 A Okay.

3 Q And it says (as read):

4 "...MultiPlan states... it does
5 not have access to or knowledge of
6 any of its clients', including,
7 United's, plan documents."

8 Do you see that?

9 A I do see that.

10 Q What is a PAD letter?

11 A A PAD letter is a -- it's a patient advocacy
12 letter. So it's a letter that is sent to a member
13 to explain the repricing that occurred and who Viant
14 is.

15 Q Okay. Has MultiPlan ever undertaken any
16 analysis of UnitedHealthcare plans to make sure that
17 the language in those plans supports directing
18 members to call Viant for Viant price claims?

19 A We don't receive or review any plan
20 documents.

21 Q Would United give you that information if you
22 requested it?

23 MR. KING: Note my objection.

24 You can --

25 It calls for speculation.

1 You can answer.

2 THE WITNESS: I would doubt that. They're
3 generally considered confidential.

4 BY MR. LAVIN:

5 Q The plans are considered confidential?

6 A Plan documents.

7 MR. KING: Objection; form, foundation.

8 BY MR. LAVIN:

9 Q Okay. Is any information at all kept on
10 MultiPlan systems about what the actual plan
11 documents say relative to a certain claim from a
12 United member?

13 MR. KING: Note my objection; outside the
14 scope, foundation.

15 You can answer.

16 THE WITNESS: Again, we don't receive any
17 information from plan documents to display.

18 BY MR. LAVIN:

19 Q Okay. So if a claim specialist -- claims
20 resolution specialist -- strike that.

21 So a claims resolution specialist would --
22 should never be able to reference plan language at
23 MultiPlan, correct?

24 MR. KING: Note my objection.

25 You can answer.

1 THE WITNESS: Correct.

2 BY MR. LAVIN:

3 Q So if a claim specialist at MultiPlan did
4 reference plan language, that would be an incorrect
5 or improper representation?

6 MR. KING: Note my objection.

7 You can answer.

8 THE WITNESS: Correct, they should not
9 reference any plan document.

10 BY MR. LAVIN:

11 Q What about referencing plan language?

12 A We don't receive --

13 MR. KING: Same objection.

14 You can answer.

15 THE WITNESS: We don't receive plan language
16 to reference.

17 MR. KING: And, Matt, to be clear, you're
18 talking about the specific plan language, right?

19 MR. LAVIN: Yep. I'm talking about
20 referencing or talking about what plan documents or
21 plan language allows, you know.

22 MR. KING: Okay. Thanks.

23 Do you need a break?

24 THE WITNESS: I'm good.

25 BY MR. LAVIN:

1 Q So let's go to interrogatory number 8, which
2 is -- so that is -- it's page 10 of the PDF, is the
3 question.

4 Do you see it?

5 A I do.

6 Q It says (as read):

7 "Describe in detail what steps,
8 actions, policies, and/or procedures
9 are taken by MultiPlan or its agents
10 with regard to inquiries received by
11 you from or regarding United's
12 members who receive balance bills
13 for out-of-network claims priced
14 through Viant OPR from January 1st,
15 2015 to present."

16 Do you see that?

17 A Yeah.

18 Q And if we go down -- and refers back to
19 interrogatory number 5. So let's scroll back just a
20 little bit, which is -- interrogatory number 5's
21 over there on -- the answer is on page 8.

22 A I see that.

23 Q But looking at that response, is there
24 anything that MultiPlan feels it needs to supplement
25 in that response to this interrogatory?

1 MR. KING: Note my objection.

2 You can answer.

3 THE WITNESS: Let me just read through that,
4 if you don't mind.

5 MR. LAVIN: Absolutely.

6 THE WITNESS: No, I wouldn't suggest anything
7 else needs to be added.

8 BY MR. LAVIN:

9 Q Did you have any role in the drafting of that
10 response?

11 A I don't believe I did, no.

12 MR. LAVIN: Let's go to the next exhibit.

13 (Exhibit 6 was marked for identification
14 and is attached hereto.)

15 THE WITNESS: Exhibit 6?

16 BY MR. LAVIN:

17 Q That's right.

18 A Okay.

19 Q Exhibit 6 is "MultiPlan's Objections and
20 Responses to Plaintiffs' Third Set of Requests to
21 Produce to Defendant MultiPlan, Incorporated."

22 Have you ever seen this document before?

23 A This is not looking familiar to me.

24 Q Okay. Did you have any role at all in
25 gathering documents responsive to this -- to the

1 document requests referred to in this exhibit?

2 MR. KING: Note my objection.

3 You can answer.

4 THE WITNESS: I would have to review. I
5 don't know what this refers to.

6 BY MR. LAVIN:

7 Q Okay. So if you scroll ahead to -- so if you
8 look like on page 6 of the PDF, for example, it says
9 (as read):

10 "Request for Production No. 5:

11 Any and all documents relied upon
12 you in responding to Interrogatory 5
13 in Plaintiffs' first set of
14 interrogatories served on you."

15 A I -- I don't know, Matt, to be honest. I
16 wouldn't -- I don't -- I don't recall if -- if
17 anything came to me on this request.

18 MR. KING: And I'm going to object on the
19 basis it's outside the scope of the topics she's
20 been designated for.

21 THE WITNESS: I do see something referred to
22 "whitepapers." That would not be me.

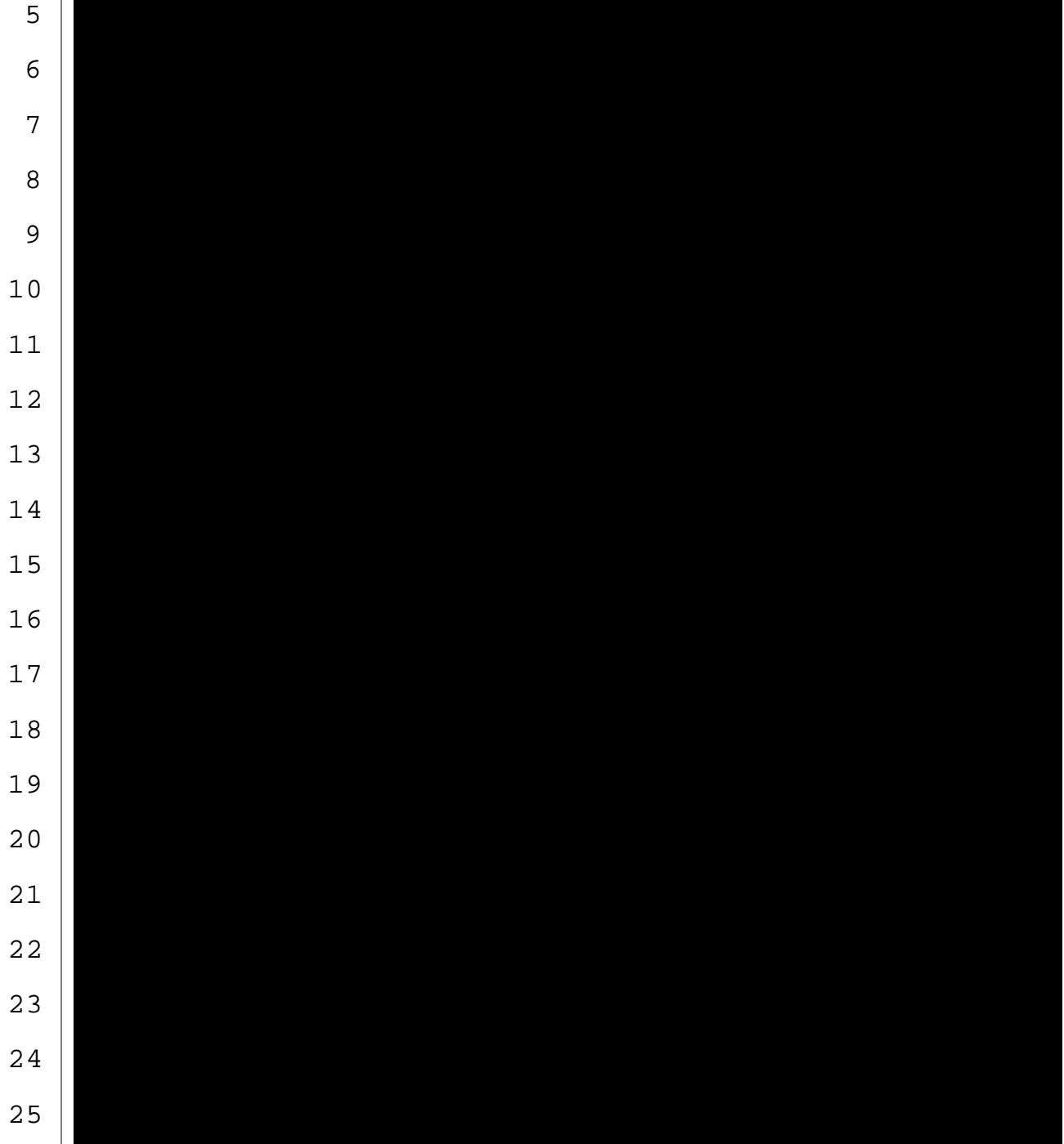
23 BY MR. LAVIN:

24 Q Do you know if you searched for any of the
25 documents referenced in this response?

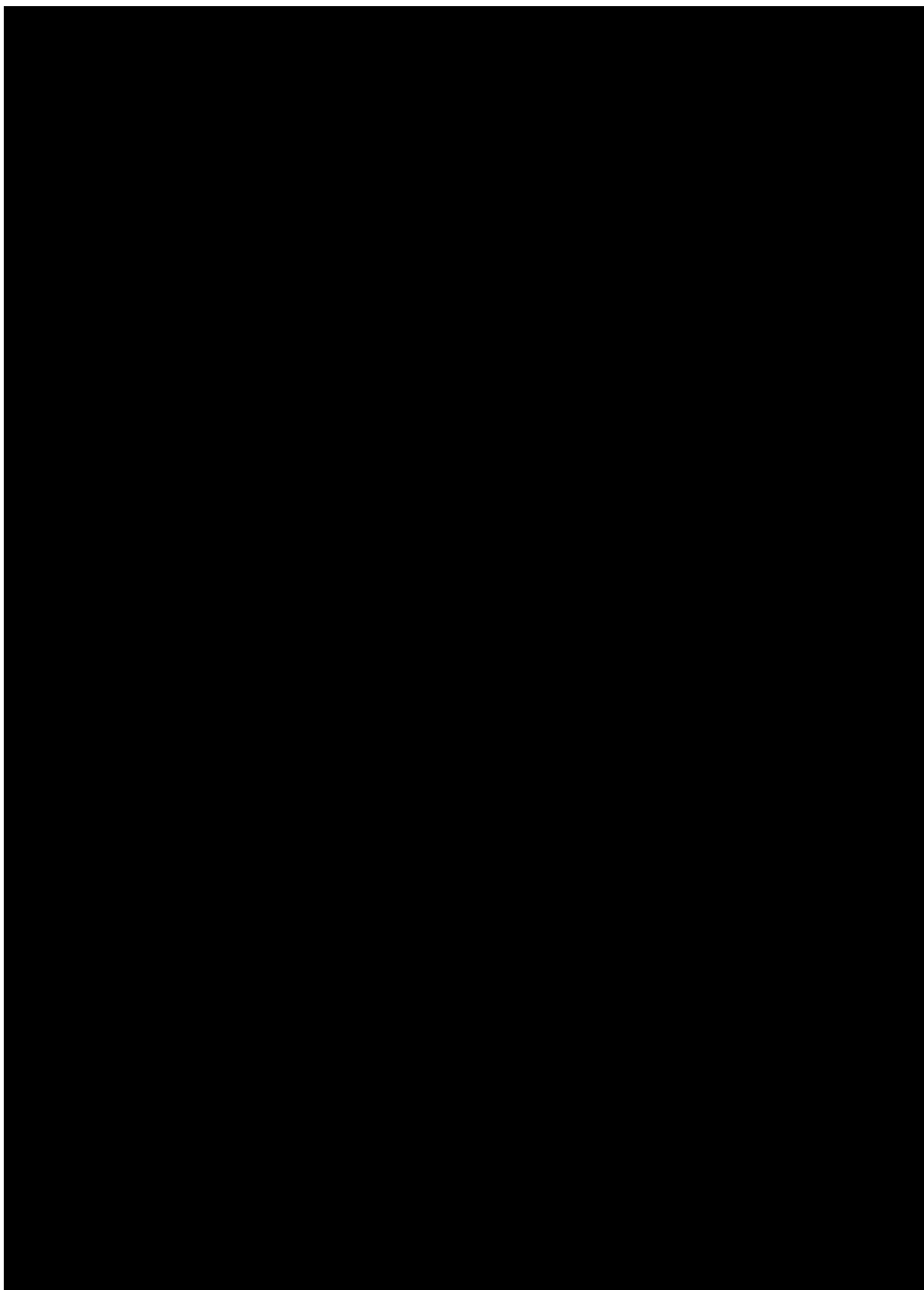
1 MR. KING: Note my objection on a number of
2 bases.

3 You can answer.

4 THE WITNESS: No.



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6 Q Okay. Do you know what an APC is?

7 A I'm familiar with an APC.

8 Q What is an APC?

9 A It is an ambulatory payment classification.

10 Q Okay. Was that something you knew before
11 meeting with Sean Crandell on this document?

12 A I was aware of it, yes.

13 Q Okay. Are you aware that Viant utilizes APCs
14 in some instances to determine pricing?

15 MR. KING: Note my objection.

16 You can answer.

17 THE WITNESS: I'm aware of that.

18 BY MR. LAVIN:

19 Q Do you know if, when providers call up about
20 appeals and the methodology is explained to them, is
21 it explained to them that Viant sometimes uses APCs
22 to price claims?

23 MR. KING: Note my objection.

24 You can answer.

25 THE WITNESS: Sorry. I don't know.

1 BY MR. LAVIN:

2 Q Do you know what an APC is besides, you know,
3 just what the words are?

4 MR. KING: Objection; asked and answered.

5 You can answer.

6 THE WITNESS: I just know generally that
7 they're groupings of codes, CPT and HCPCS codes.

8 BY MR. LAVIN:

9 Q Okay. And how does Viant use them, if you
10 know, those groupings?

11 MR. KING: Objection; scope.

12 THE WITNESS: Outside of my -- my expertise.

13 BY MR. LAVIN:

14 Q You ever heard of mapping of codes? Is that
15 something you're familiar with?

16 MR. KING: Same objection. Not in the topics
17 she's been designated for. It's -- it's -- if we're
18 going to get through this day at some point today,
19 Matt, you need to stay with the topics she's been
20 designated for. That's fair.

21 BY MR. LAVIN:

22 Q Are you familiar with mapping of codes? Is
23 that a term you've ever heard?

24 MR. KING: Standing objection.

25 THE WITNESS: I've heard the term.

1 BY MR. LAVIN:

2 Q Do you know what it means?

3 MR. KING: Same objection.

4 THE WITNESS: Yes.

5 BY MR. LAVIN:

6 Q What does it mean?

7 A To blank --

8 MR. KING: Continuing -- continuing
9 objection.

10 Go ahead.

11 THE WITNESS: Blank or crosswalk similar code
12 groups.

13 BY MR. LAVIN:

14 Q Okay. So is mapping the same as crosswalk,
15 if you know?

16 MR. KING: Same objection.

17 THE WITNESS: My definition, I would assume
18 so.

19 BY MR. LAVIN:

20 Q Okay. So if a code is going to be mapped or
21 crosswalked to an APC, should it be a similar code
22 or similar services to that APC?

23 MR. KING: Objection; foundation, outside the
24 scope. You should have been at Sean Crandell's
25 deposition, Matt.

1 MR. LAVIN: I think I was taking another
2 one that day.

3 THE WITNESS: So can you -- can you restate
4 the question?

5 BY MR. LAVIN:

6 Q Sure.

7 Does crosswalking -- you know, what does it
8 mean? Does it mean walking codes to similar APCs?

9 MR. KING: Same objection.

10 THE WITNESS: Yes. It would be -- yes,
11 that -- that's correct.

12 BY MR. LAVIN:

13 Q Walking facility codes to facility APCs?

14 MR. KING: Same objection.

15 THE WITNESS: Again, so out of my area of
16 expertise.

17 BY MR. LAVIN:

18 Q I got it. I'm just trying to understand
19 what --

20 MR. KING: But, Matt, to be fair --

21 (Simultaneous speaking - unreportable.)

22 MR. KING: She has not been designated for
23 methodology and coding and all this sort of stuff.
24 She's being designated for the topics that we began
25 the deposition with. You need to stay within those

1 topics, because she has not been prepared. You're
2 making -- you're making it uncomfortable.

3 BY MR. LAVIN:

4 Q Are you uncomfortable, Ms. Praxmarer?

5 MR. KING: She's uncomfortable asking --
6 answering questions that she has no expertise in.

7 MR. LAVIN: I mean, I got all day. We -- we
8 can -- you can talk all you want, Errol. Keep
9 going.

10 MR. KING: Well, the way you're going, it's
11 going to take all day.

12 MR. LAVIN: That's okay with me. That's
13 fine.

14 MR. KING: It's okay with me. I'm not going
15 anywhere.

16 MR. LAVIN: Same here.

17 Q So here's my question. Are -- appeals or
18 representatives, do they inform providers or are
19 they able to inform providers about crosswalking,
20 mapping and APCs?

21 MR. KING: Objection; asked and answered.
22 You can answer.

23 THE WITNESS: I do not know.

24 BY MR. LAVIN:

25 Q And how would I -- I find out if they are

1 able to do that? By talking to them?

2 MR. KING: Same objections.

3 THE WITNESS: I would need to pull the
4 information to prepare that -- that level of detail.
5 I, again, had not done that prior to this
6 discussion.

7 BY MR. LAVIN:

8 Q Okay. But it's relevant to the appeals
9 process, correct, what -- the information that's
10 given to providers, wouldn't you agree?

11 MR. KING: Objection.

12 THE WITNESS: They do give a high-level
13 overview of the methodology, yes. I do not know
14 the -- the level of detail.

15 BY MR. LAVIN:

16 Q Could you find out the level of detail today?

17 MR. KING: Note my objection.

18 THE WITNESS: Probably, yes.

19 BY MR. LAVIN:

20 Q Okay. Could you find out the level of detail
21 whenever we take a lunch break?

22 A I would have to look and see that. I
23 don't -- I don't know definitively how quickly I
24 could pull that.

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3 Q So I'm going to ask that -- at the lunch
4 break, that if you're able to educate yourself on
5 the level of detail given to providers, that's
6 incredibly relevant to the topics that you've
7 been --

8 MR. KING: She's already testified to that,
9 Matt; you know that. She said a high overview.

10 MR. LAVIN: Right. And I don't -- but that's
11 a vague term, and I don't know what that means
12 exactly.

13 MR. KING: Again --

14 BY MR. LAVIN:

15 Q I mean, just give me an example of what
16 they're told. I'd be good with that.

17 Do you understand?

18 MR. KING: We understand.

19 MR. LAVIN: Yeah.

20 MR. KING: We're waiting for the next
21 question.

22 MR. LAVIN: All right. So I'm going to
23 request when we do take a lunch break, that you
24 educate yourself on that.

25 MR. KING: You can request anything you want

1 to, Matt.

2 MR. LAVIN: All right. I mean, I think -- I
3 would hope that you would be able to tell me what
4 providers are told.

5 MR. KING: I would hope you would quit
6 arguing with the witness and ask your next question.

7 MR. LAVIN: The only person I'm arguing with
8 you, is -- is Errol, and, really, you're just
9 arguing with yourself.

10 MR. KING: No, Matt, no. Quit arguing with
11 the witness and --

12 (Simultaneous speaking - unreportable.)

13 BY MR. LAVIN:

14 Q All right. So you have no idea what level of
15 detail they're told other than it's a high level,
16 correct?

17 MR. KING: Same objection.

18 You can answer.

19 THE WITNESS: I have mentioned I did not
20 review that level of detail.

21 BY MR. LAVIN:

22 Q You don't know who's on the claims resolution
23 team, correct?

24 MR. KING: It's not true. That's not what
25 she testified to.

1 THE WITNESS: I do -- I -- you asked me for
2 the names of those individuals. I -- I just can't
3 reference the names of those individuals, no.

4 BY MR. LAVIN:

5 Q You're not aware of what training they have,
6 correct, or when the last time they were trained is,
7 correct?

8 MR. KING: Note my objection; asked and
9 answered.

10 THE WITNESS: I referenced that there had not
11 been a new employee for a claim resolution
12 specialist for Viant for a number of years.

13 BY MR. LAVIN:

14 Q When is the last time that the claims
15 resolution specialist receiving any training at all,
16 if you know?

17 MR. KING: Objection; asked and answered.

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25 BY MR. LAVIN:

1 Q But when was the last time they received
2 training on the Viant methodology?

3 MR. KING: Note my objection.

4 THE WITNESS: I don't know that.

5 BY MR. LAVIN:

6 Q Okay. Would you say that every provider who
7 appeals a Viant price claim is given an explanation
8 on the methodology?

9 MR. KING: Note my objection.

10 THE WITNESS: I think "every" is a strong
11 word, but if a provider is willing to listen, I
12 do -- I do believe that methodology is explained,
13 yes.

14 BY MR. LAVIN:

15 Q Okay. So it happens -- I mean, it's a common
16 topic, a daily topic for those people, correct?

17 A Yes.

18 MR. KING: Objection.

19 BY MR. LAVIN:

20 Q Okay. And I'm just wondering when the last
21 time was they were trained on it.

22 MR. KING: Objection. She already answered
23 the question.

24 BY MR. LAVIN:

25 Q And the answer is you don't know on the

1 methodology, right?

2 A They are a tenure -- a long-tenured staff,
3 Matt.

4 Q I got it.

5 Has anything changed to the methodology in --
6 in ten years?

7 MR. KING: To the Viant methodology?

8 MR. LAVIN: That's right.

9 MR. KING: Again, Matt --

10 THE WITNESS: That would be --

11 MR. KING: -- outside of her scope of her
12 deposition that she's sitting for today. That was a
13 Sean Crandell question.

14 But she can answer.

15 THE WITNESS: That was going to be what I
16 would ask -- I would say that would be a question
17 for Sean.

18 BY MR. LAVIN:

19 Q Okay. But if there was a change, would the
20 claims specialist be trained on that change?

21 MR. KING: Objection; speculation,
22 foundation, outside the scope.

23 THE WITNESS: Yes. If there was a change
24 that we were introduced to, then, yes, we would
25 train the individuals on that.

1 BY MR. LAVIN:

2 Q Okay. So can I take it, then, that because
3 they've not received any training in five years,
4 that there have not been any changes at all to the
5 methodology in five years?

6 A I did not say they have not --

7 MR. KING: Note my objection to the form of
8 the question.

9 You can answer.

10 THE WITNESS: I did not say they have not
11 received training in five years, Matt.

12 MR. LAVIN: Training --

13 THE WITNESS: I just gave you examples on
14 various trainings that they receive as an example.

15 BY MR. LAVIN:

16 Q Okay. But I'm only talking about the Viant
17 methodology training.

18 MR. KING: That's not your question, Matt.
19 You said "any training."

20 MR. LAVIN: All right. You can argue with
21 me. Just -- it's fine. It doesn't hurt my
22 feelings.

23 Q If -- have they -- in the last five years,
24 because they have had no training on the Viant
25 methodology that you know of, correct?

1 A I would -- I cannot remember every training
2 that my team would go through in a five-year period.
3 As I mentioned, I have a lot of staff that is -- and
4 I don't oversee all of the training. There's no way
5 that I would know that for my entire staff, let
6 alone a -- you know, a segment of that staff.

7 Q Got it. And -- but I think you had mentioned
8 that because there was no new employees -- and who
9 was it -- what was the name of the person you
10 mentioned in charge of training?

11 A Arlene DeFao.



1

2 THE REPORTER: Counsel, can we take a break
3 when it's convenient?

4 MR. LAVIN: Sure. Is that the court
5 reporter?

6 THE REPORTER: Sorry, yes. Thank you.

7 MR. LAVIN: Do you want to take a break right
8 now?

9 THE REPORTER: Just when it's convenient.

10 MR. LAVIN: Okay. I mean, we can keep going.
11 If you need a break, I'm -- I'm fine taking a break
12 if the witness wants to.

13 THE REPORTER: Well, we've been going for
14 almost two hours; it's been an hour and 40 minutes.
15 So just at the next good breaking point for you, I
16 would like a break.

17 MR. LAVIN: All right. I'm okay with taking
18 a break right now. Are you okay, Ms. Praxmarer?

19 THE WITNESS: Sounds good.

20 THE VIDEOGRAPHER: Okay. Let's go off the
21 record. The time is 10:39 a.m., and this is then
22 end of media unit number 2.

23 (Recess.)

24 (Ms. Cascario joined the proceedings.)

25 THE VIDEOGRAPHER: Okay. We're going back on

1 the record. The time is 10:53 a.m., and this is the
2 start of media unit number 3.

3 BY MR. LAVIN:

4 Q Okay. Ms. Praxmarer, before we start, I'm
5 going to go back to Exhibit 5, which is the
6 interrogatories.

7 And I'm going to ask your counsel.

8 Errol, do you know -- did you guys ever do a
9 verification for these?

10 MR. KING: I don't know. Was there a
11 verification form?

12 MR. LAVIN: We don't have a verification form
13 for them, so...

14 MR. KING: Well, we'll look into that.

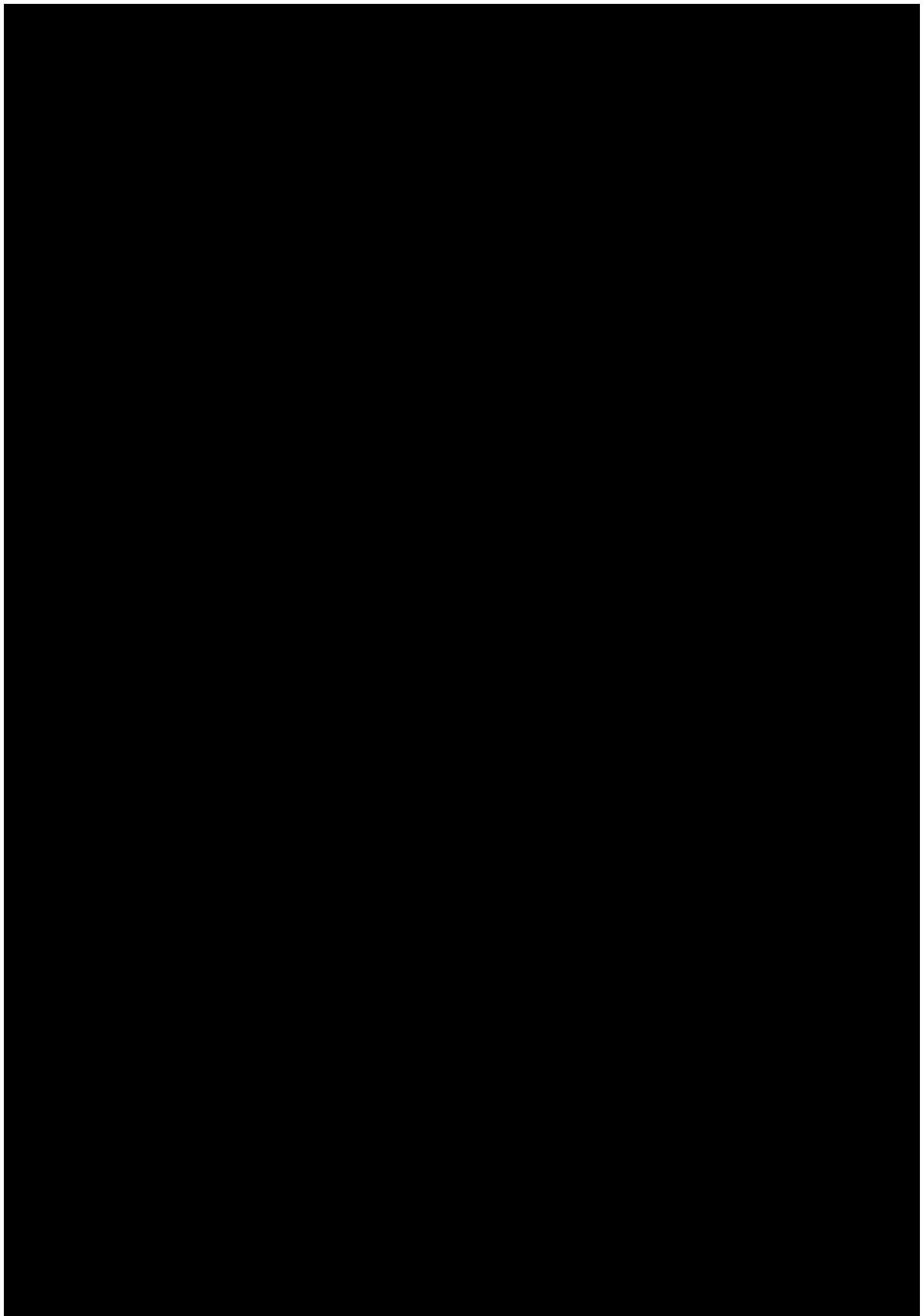
15 MR. LAVIN: All right. Let's bring up the
16 next document, which is going to be under tab 13,
17 Nicole.

18 THE WITNESS: I'm sorry. I didn't hear you.

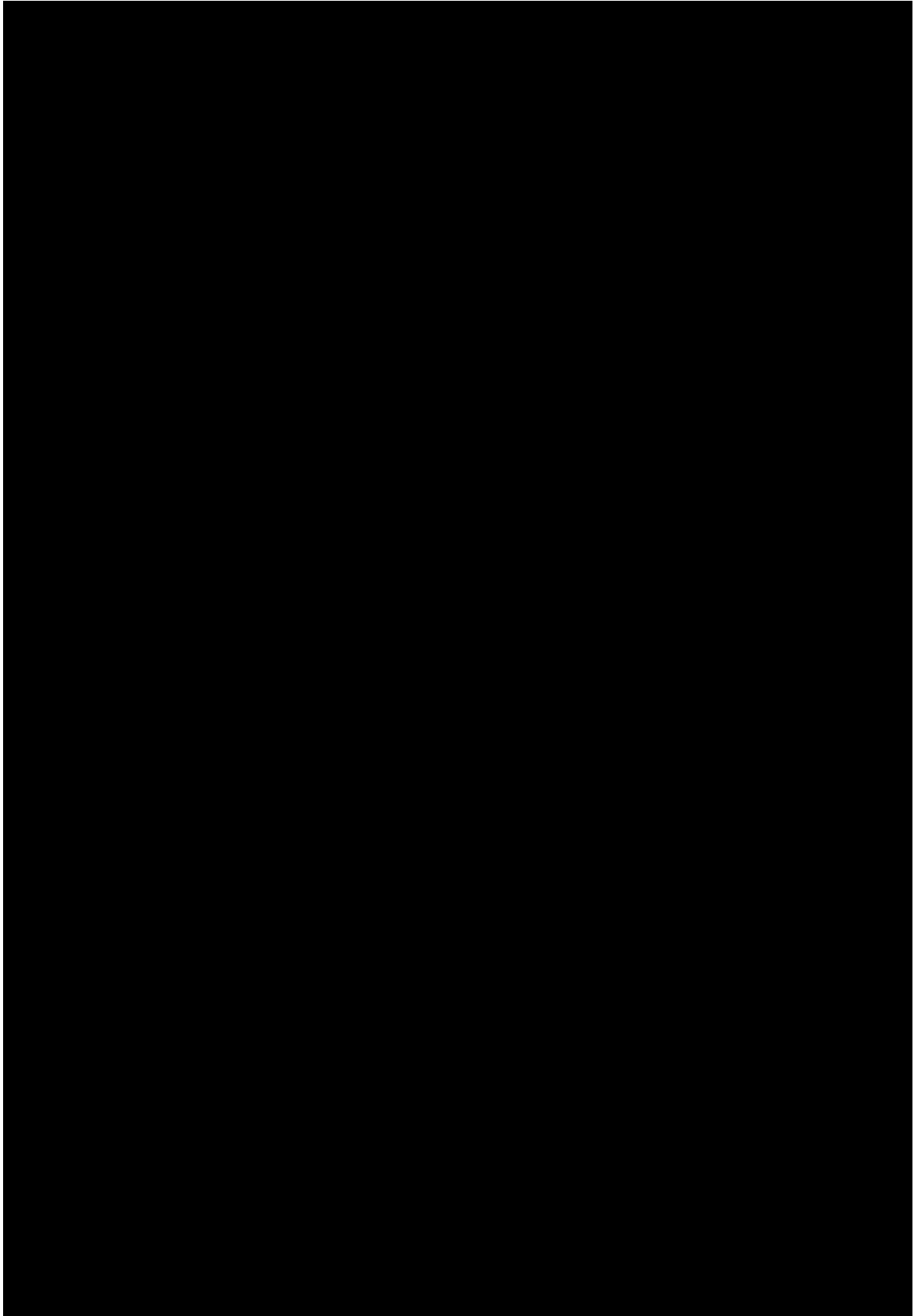
19 MR. LAVIN: I was speaking to Nicole. So
20 Nicole is my associate who works with me. And some
21 of these are tabbed in a binder. So I'm going to
22 mention the tabs. The tabs do not equate to exhibit
23 numbers, all right?

24 (Exhibit 8 was marked for identification
25 and is attached hereto.)

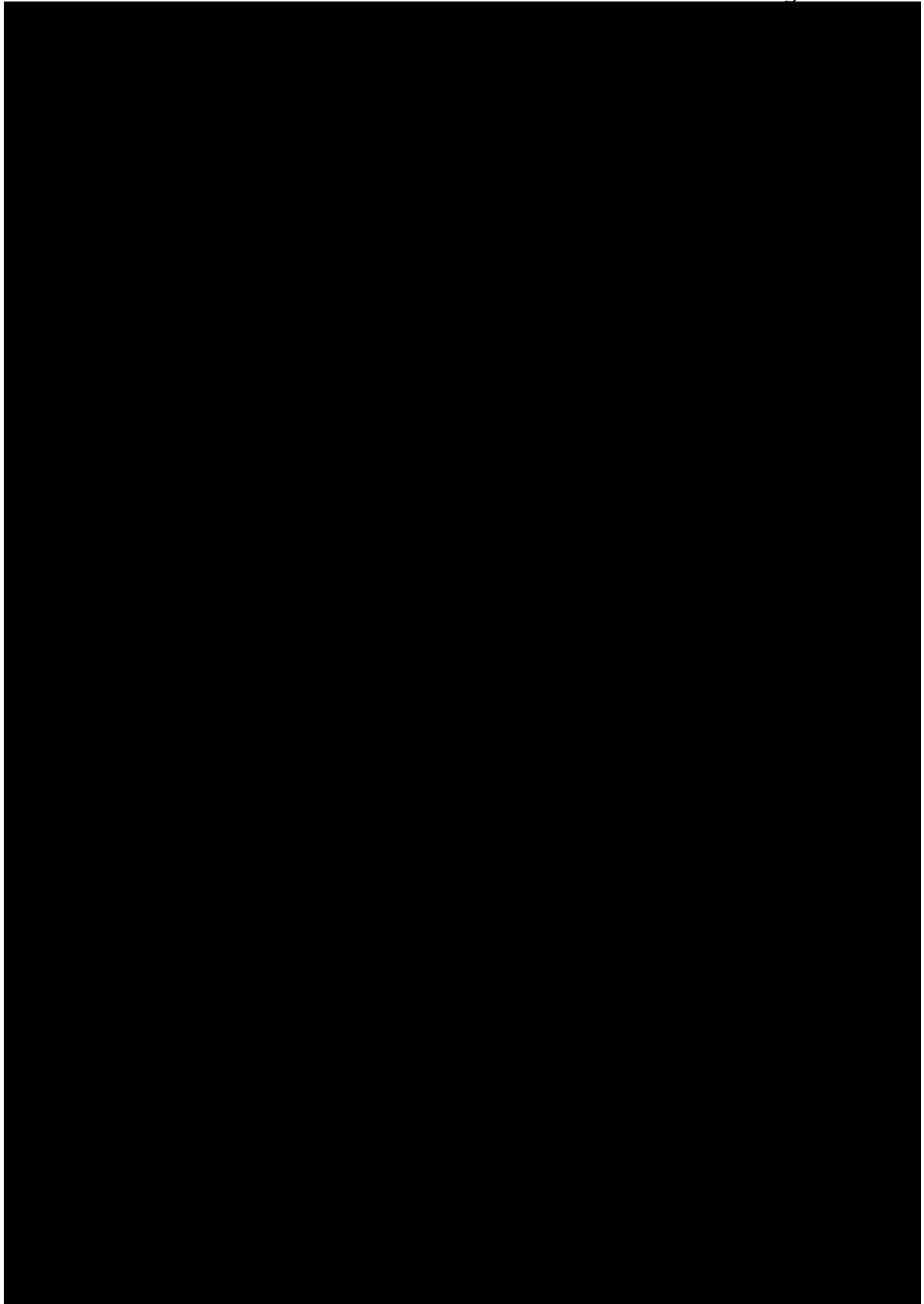
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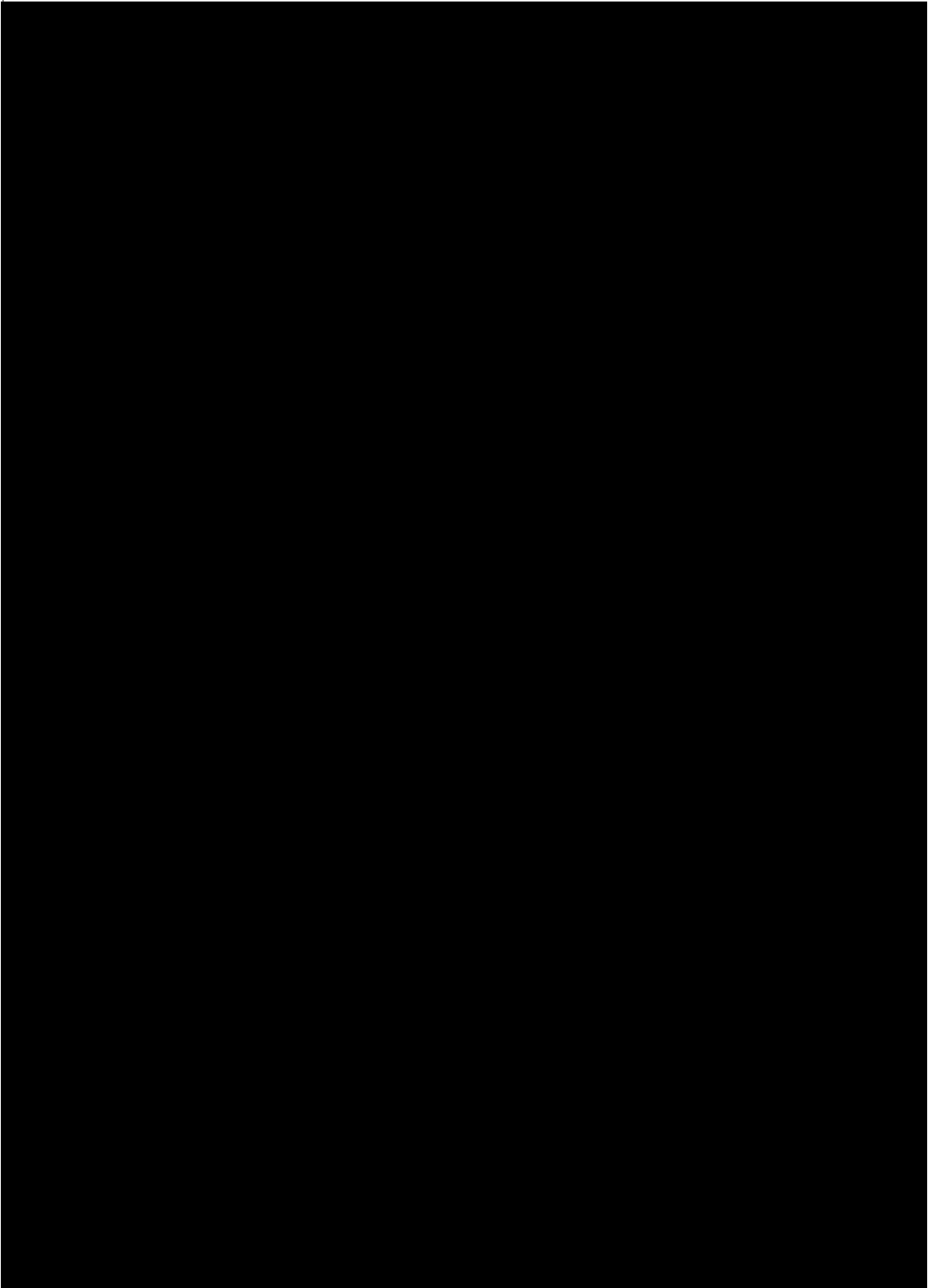
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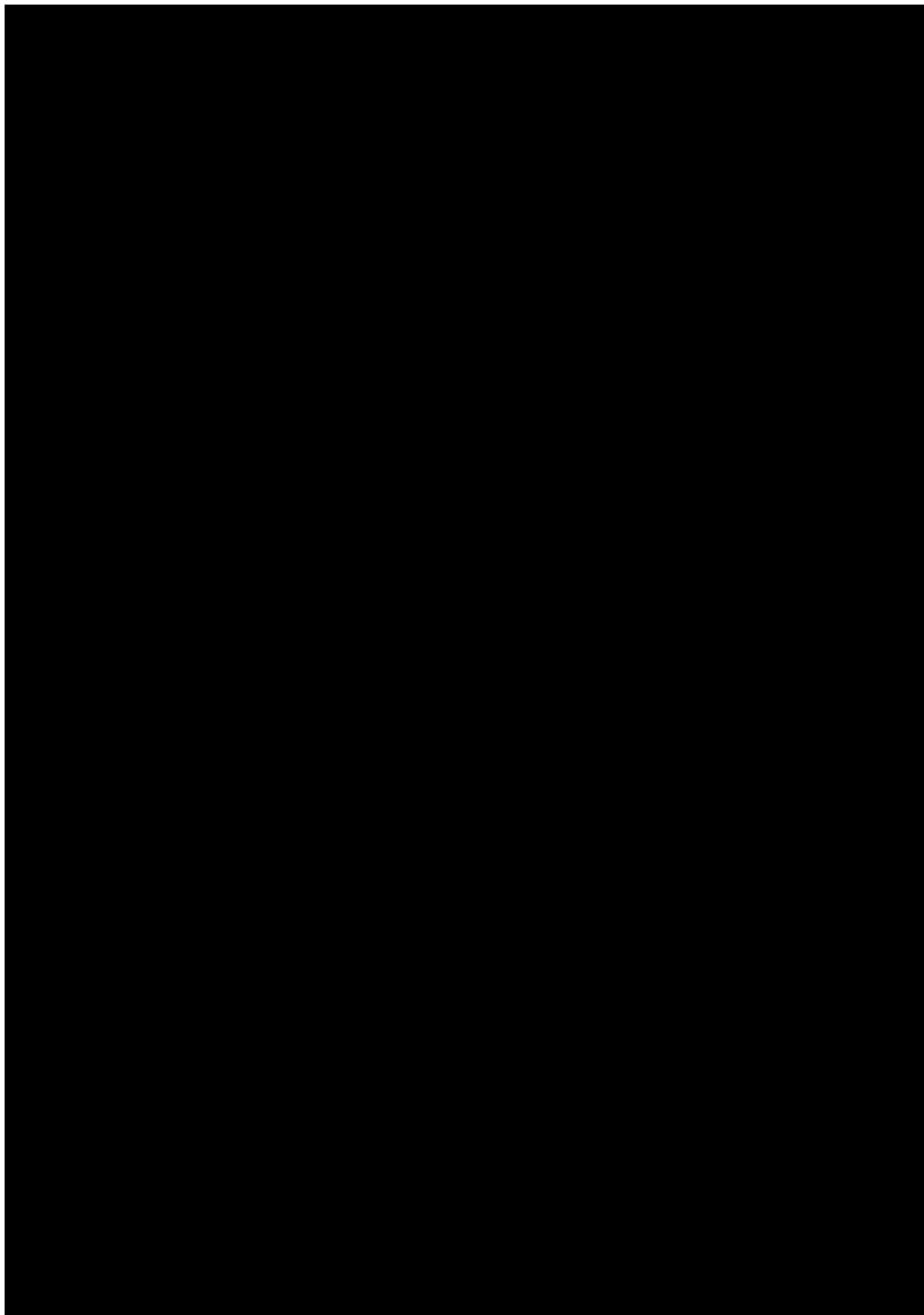
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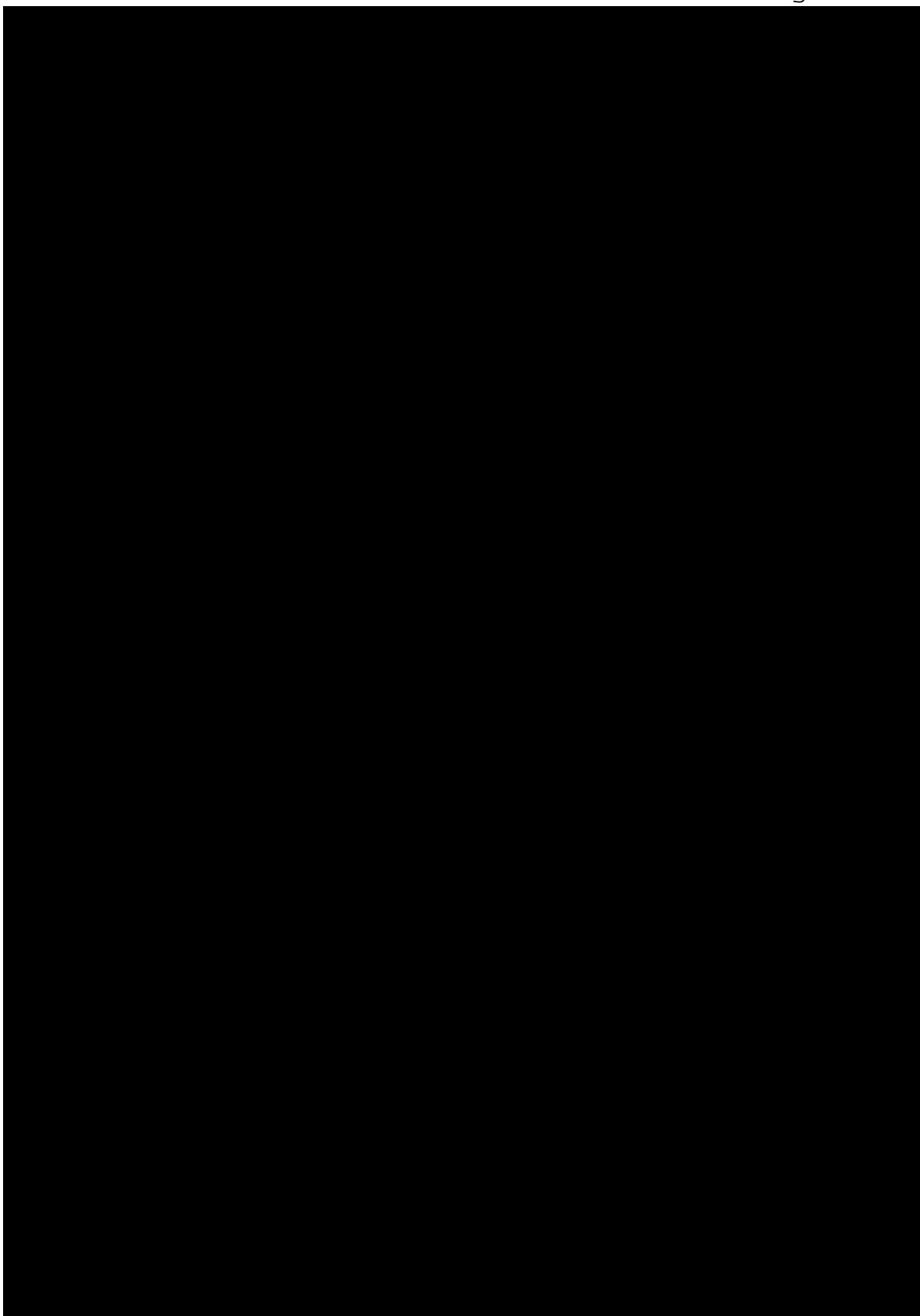
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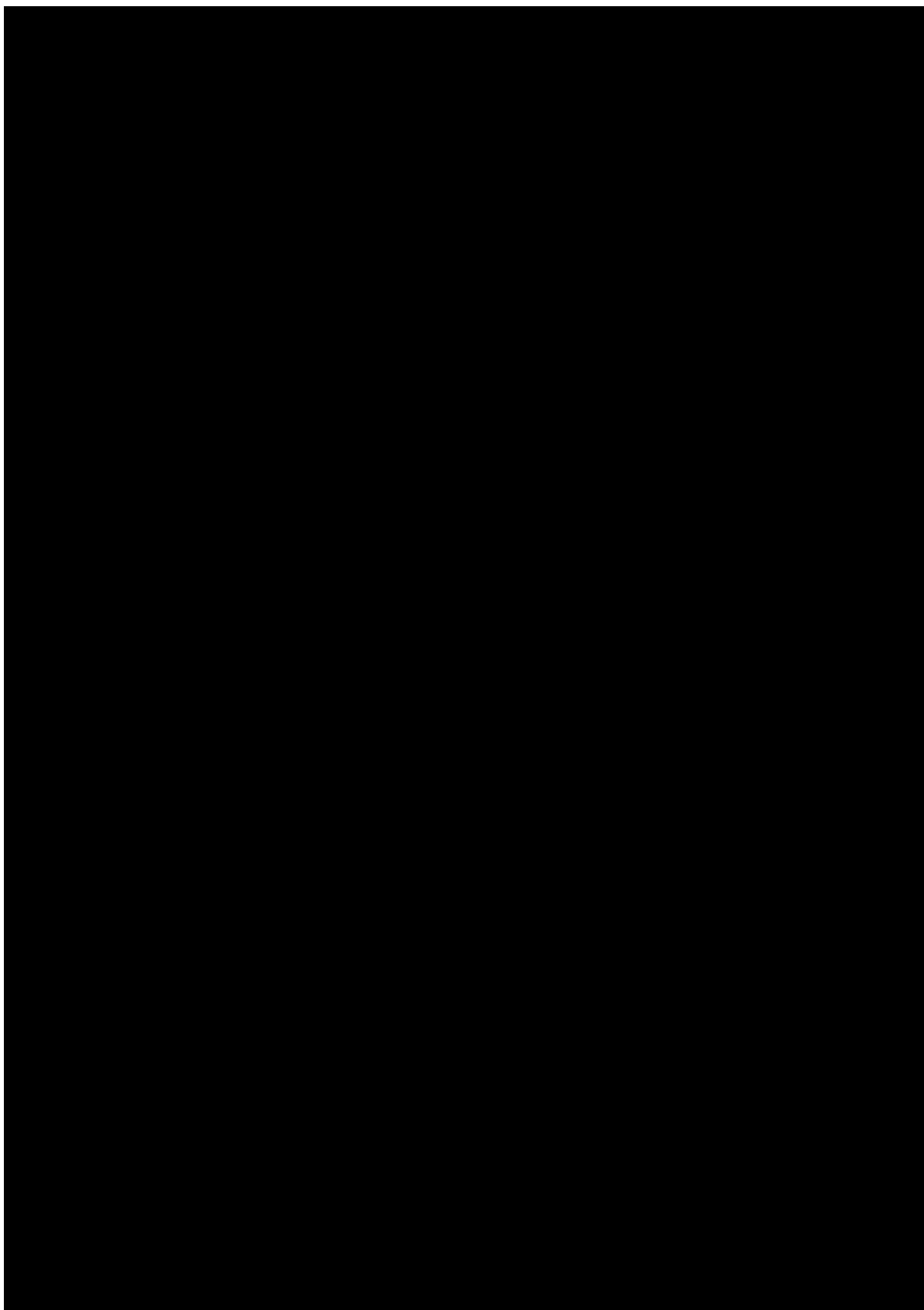
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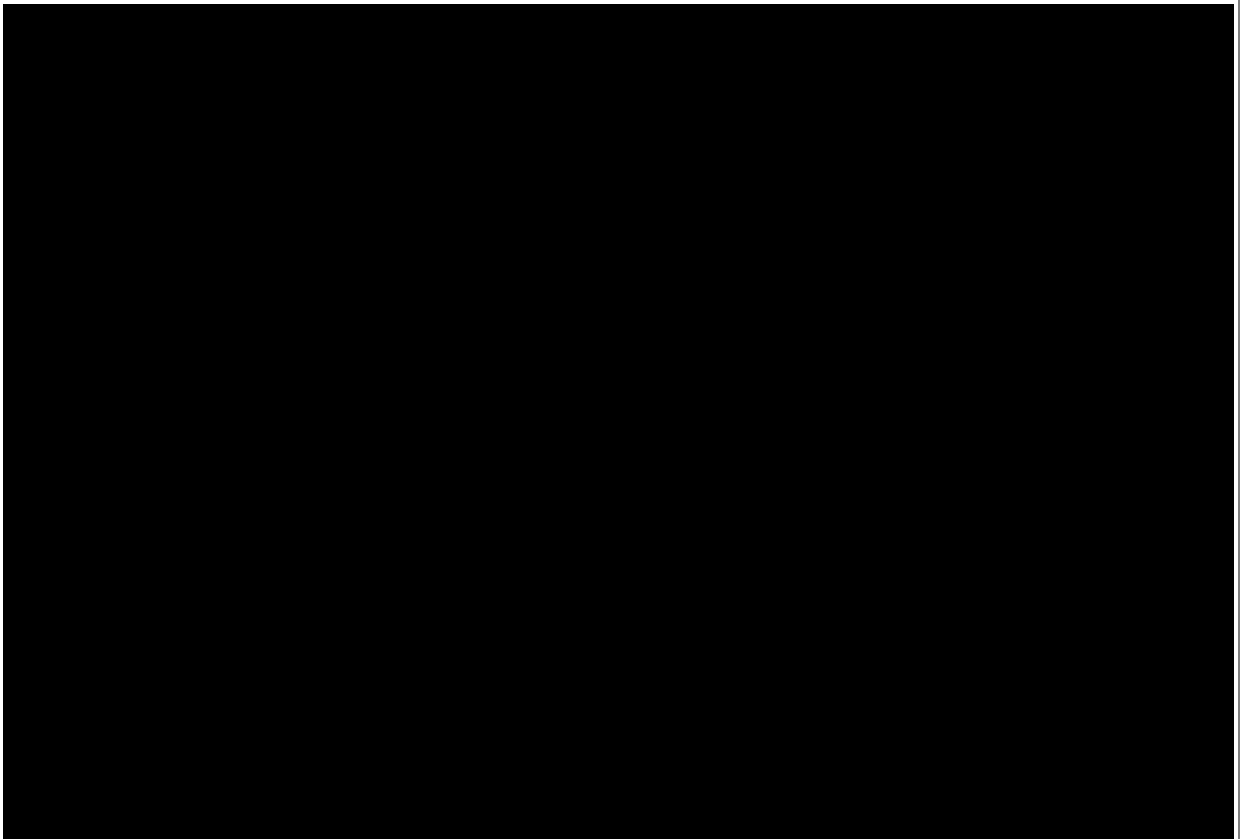
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BY MR. LAVIN:

Q I'm not -- you've got to stay with me. I am very slow, actually. I don't understand a lot of this stuff. It's very complicated to me. So please be patient with me. I just -- I ask. I beg your patience with me.

MR. KING: Well, I'm going to object because that's not true. We both know that, Matt. You're very astute, and you know exactly what you're doing.

MR. LAVIN: It's not true.

MR. KING: I think you're smart.

MR. LAVIN: You're the only one who says that, but I appreciate it. I'll tell my wife you

1 said that.

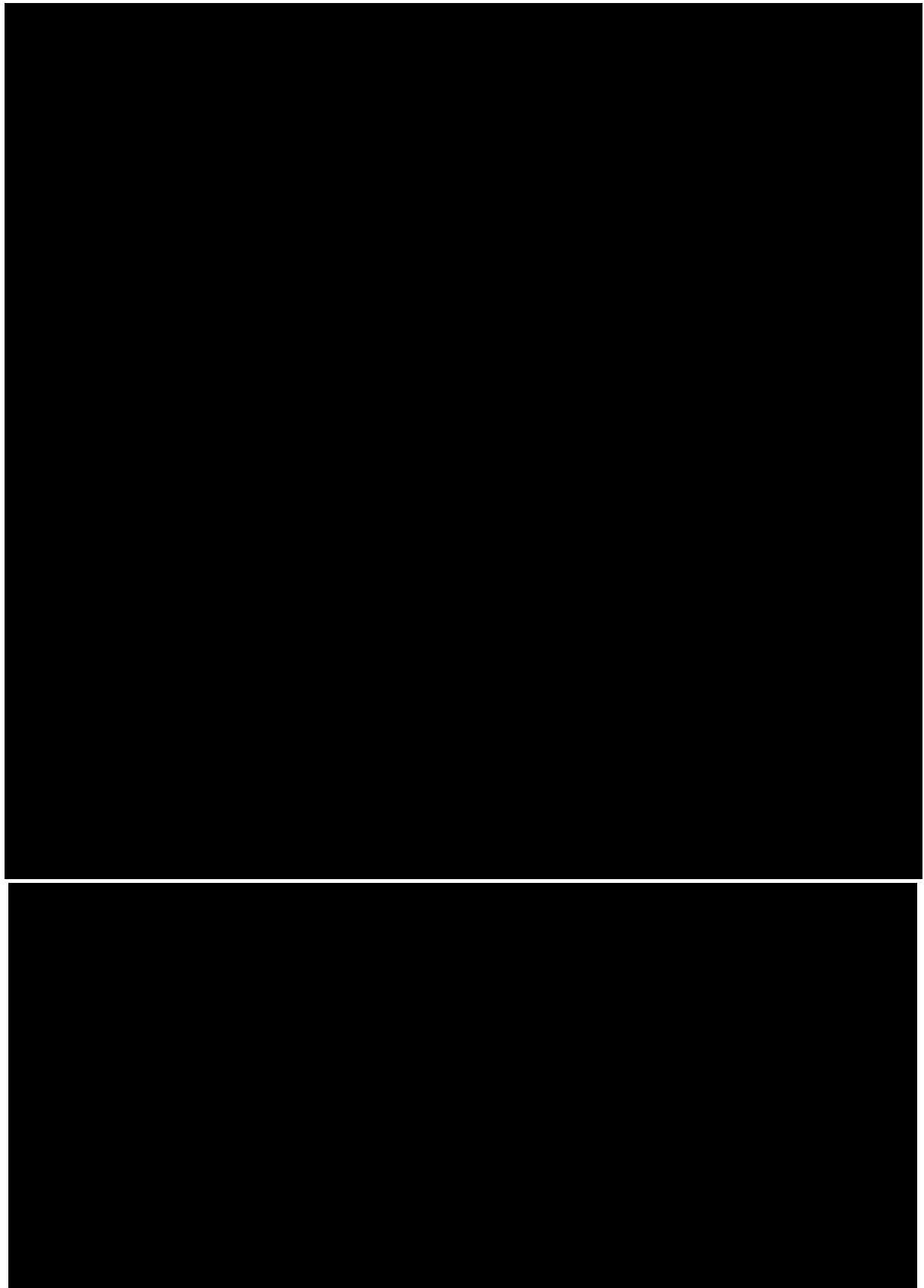


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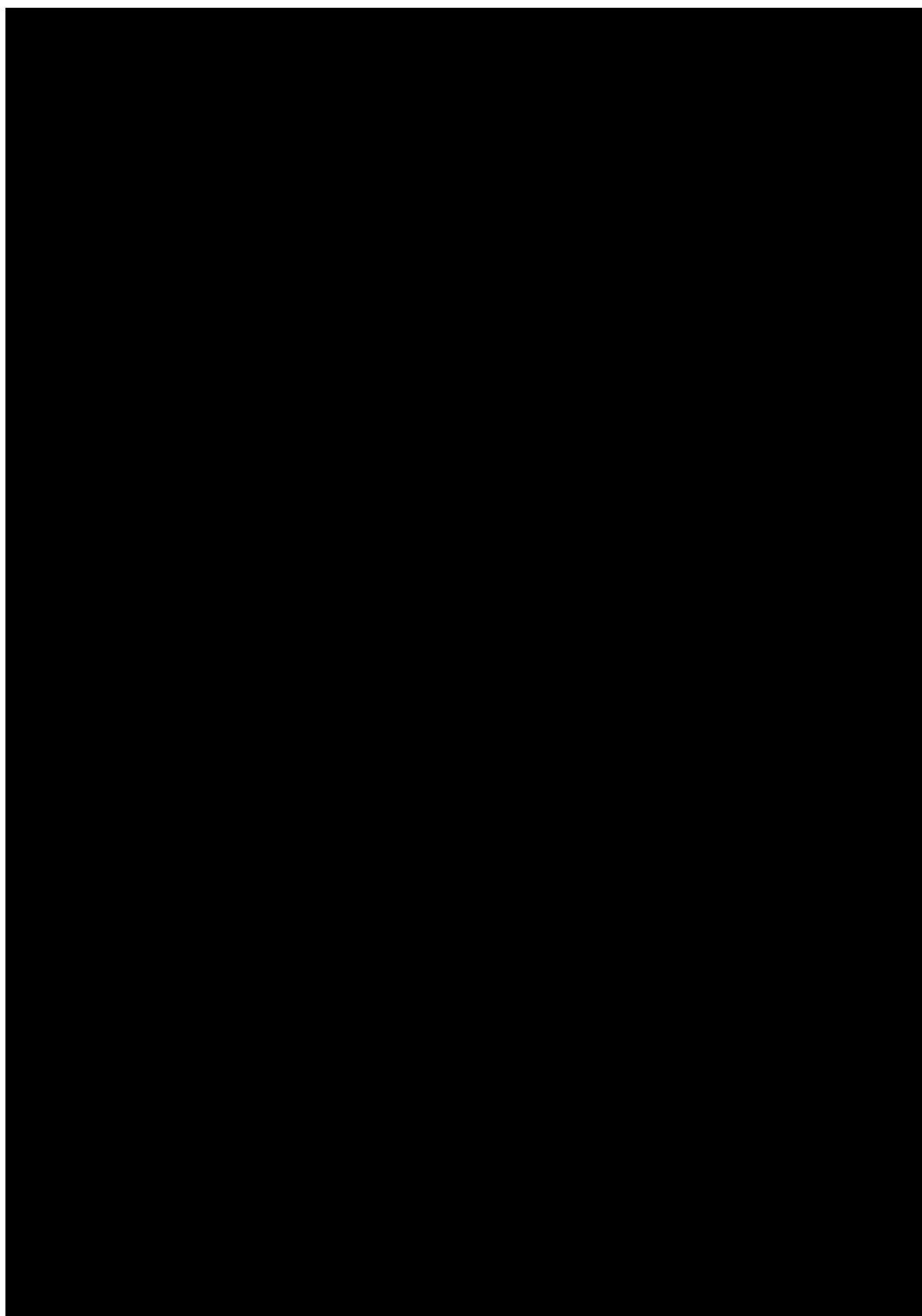
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MR. LAVIN: Let's go to the next exhibit.

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I want to go under tab 9, Nicole.

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THE WITNESS: I don't have another exhibit yet.

7

MR. LAVIN: It takes a minute sometimes.

8

THE WITNESS: Okay.

9

10

MR. KING: It depends on the size of the exhibit.

11

(Exhibit 9 was marked for identification

12

and is attached hereto.)

13

BY MR. LAVIN:

14

Q Exhibit 9 is Bates numbers MPI 5467 through

15

MPI 5468.

16

A Okay.

17

Q Just take a second to take a look at that.

18

A Okay.

19

Q So the top email is from Jacqueline Kienzle

20

to Emma Johnson, and you're cc'd.

21

Do you see that?

22

A I see that.

23

Q Do you remember this email? Do you recognize

24

this email?

25

A I -- I didn't, no.

1 Q A long time ago, right?

2 A It was.

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21 MR. LAVIN: Okay. That was my question.

22 I'd like to jump ahead to under tab 17,

23 Nicole.

24 (Exhibit 10 was marked for identification

25 and is attached hereto.)

1 MR. LAVIN: So Exhibit 10 is Bates numbers
2 MPI 12110 through MPI 12111.

3 THE WITNESS: Okay.

4 BY MR. LAVIN:

5 Q And do you recognize this document?

6 A I do.

7 Q And what is this document?

8 A This is a patient advocacy letter.

9 Q All right. Do you know, are there two levels
10 of patient advocacy letters that -- that go out?

11 A There are a few patient advocacy letters
12 which would be sent.

13 Q Okay. Can you tell me what they are;
14 describe them for me.

15 A Sure. One would be at the introduction of
16 initial recommendation to United. The second would
17 be based on if the member was being balance billed,
18 we would send a subsequent letter to advise of the
19 outcome of that attempted negotiation with the
20 provider, whether it was resolved or we were unable
21 to successfully resolve that.

22 Q Okay. And which one is this letter?

23 A This is the initial letter at the time the
24 recommendation was -- was sent.

25 Q Okay.

1 A So this is advising the member to contact us
2 if they've been balance billed.

3 Q All right. And it says -- I just have a
4 question with that first paragraph there. It says
5 (as read):

6 "We are writing to let you know
7 that an out-of-network provider has
8 charged more than the allowable
9 out-of-network reimbursement amount,
10 which UnitedHealthcare determined
11 based upon your health benefit plan
12 for services you recently received," correct?

13 A Yes.

14 Q And why does it say "UnitedHealthcare
15 determined based upon your health benefit plan"?
16 Doesn't this reference a claim that was priced
17 through Viant OPR?

18 A Because we're not a payer, nor do we have the
19 plan for the member, so we're referencing them to
20 the insurance company that they are most familiar
21 with in reviewing their claims.

22 Q Okay. But who determined the allowable
23 out-of-network reimbursement amount on this
24 particular claim that we're looking at?

25 A This would have been based on the Viant

1 repricing, so the Viant recommendation.

2 Q Okay. And then it says (as read):

3 "This means you might need to pay
4 the difference between the charged
5 and allowed amounts."

6 Do you see that?

7 A I do.

8 Q All right. If we look down, it says (as
9 read):

10 "UnitedHealthcare contracts with
11 Viant to provide you with valuable
12 patient advocacy support in
13 situations like this. If you get a
14 bill from your provider that's more
15 than the allowed amount," and there's a phone
16 number there, right?

17 A Yes.

18 Q What would happen if, you know, this member
19 who's referenced on this exhibit called
20 UnitedHealthcare instead of Viant?

21 MR. KING: Note my objection; speculation,
22 lack of foundation.

23 You may answer.

24 THE WITNESS: I would actually ask United
25 that question.

1 BY MR. LAVIN:

2 Q Okay. Is there ever a situation where if the
3 member -- say this member who's referenced here --
4 called the toll-free number and said, I want to
5 speak to United, could Viant patch them through to
6 United?

7 MR. KING: Note my objection.

8 You can answer.

9 THE WITNESS: No. We don't forward phone
10 calls.

11 BY MR. LAVIN:

12 Q Okay. Will you give out a phone number for
13 United if the member wishes to call United?

14 A We would -- we would ask them to refer to the
15 phone number that's listed on their insurance card.

16 Q Based on your experience, does this -- if
17 this particular member is balance billed and wishes
18 to appeal, is there any alternative but for them to
19 call Viant?

20 MR. KING: Note my objection.

21 You can answer.

22 THE WITNESS: Well, they would receive this
23 letter that advises them to call Viant, but they
24 would also have their -- their insurance card with a
25 phone number for their insurance carrier, as well.

1 BY MR. LAVIN:

2 Q Okay. In your experience, would -- if they
3 called United, would United negotiate this claim?

4 MR. KING: Note my objection; speculation.

5 THE WITNESS: No, not that I'm aware of.

6 BY MR. LAVIN:

7 Q So this member's only option is to call
8 Viant, correct, and see if they can appeal it?

9 MR. KING: Objection; asked and answered.

10 THE WITNESS: As I mentioned, they can
11 contact Viant through this phone number or they have
12 their insurance carrier's phone number that they
13 would be familiar with, with any claim payment.

14 BY MR. LAVIN:

15 Q Right. But I think you said that you're not
16 aware of United negotiating Viant-priced claims,
17 right?

18 A Correct, but you asked if the member can
19 contact anybody and --

20 Q Well, sure. They can call their mother, too,
21 right?

22 A Sure.

23 Q But as a practical matter, if they're
24 actually seeking to have the claim adjusted or
25 appealed, they got to talk to Viant, right?

1 MR. KING: Asked and answered.

2 You can answer again.

3 THE WITNESS: If they're -- if they have
4 received a balance bill, then they would call Viant.
5 We do not make adjustments on claims. We refer our
6 recommendations back to United, and they would then
7 adjust any claim payments.

8 BY MR. LAVIN:

9 Q Okay. So if this member were to call up and
10 they were successful in getting a claim adjusted and
11 more paid on the claim, what would be the process,
12 the next step on that?

13 A I'm not sure I understand that question.

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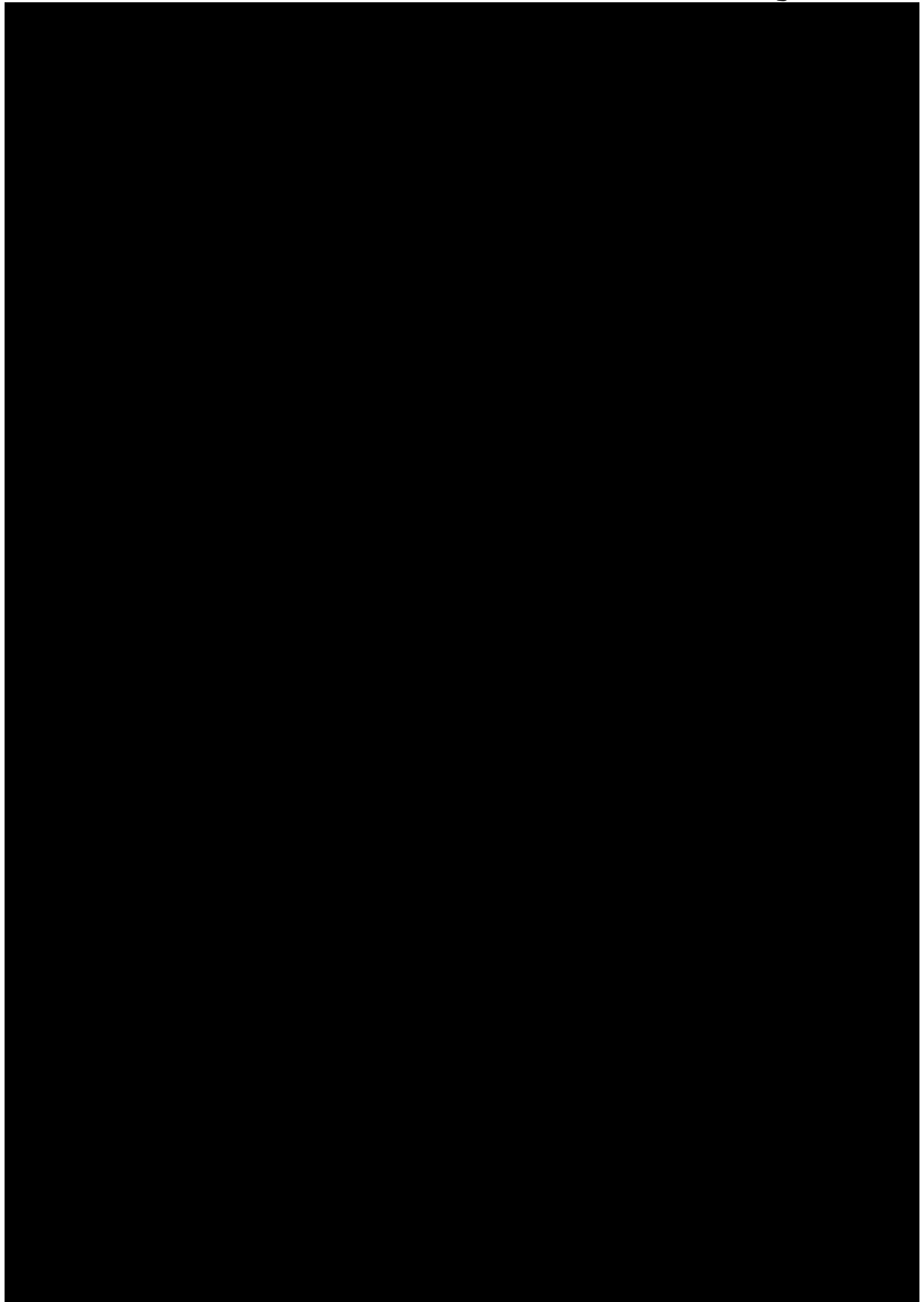
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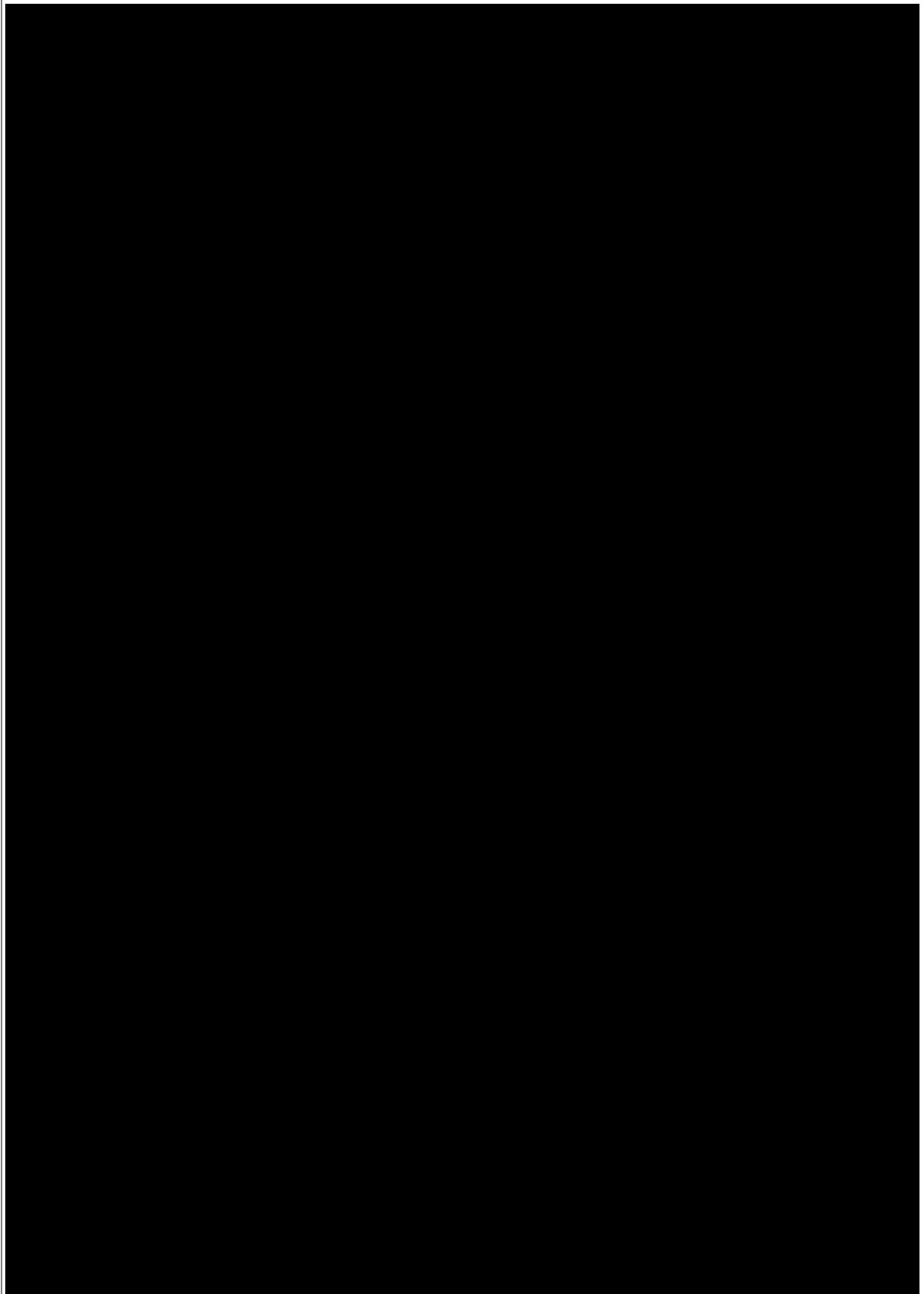
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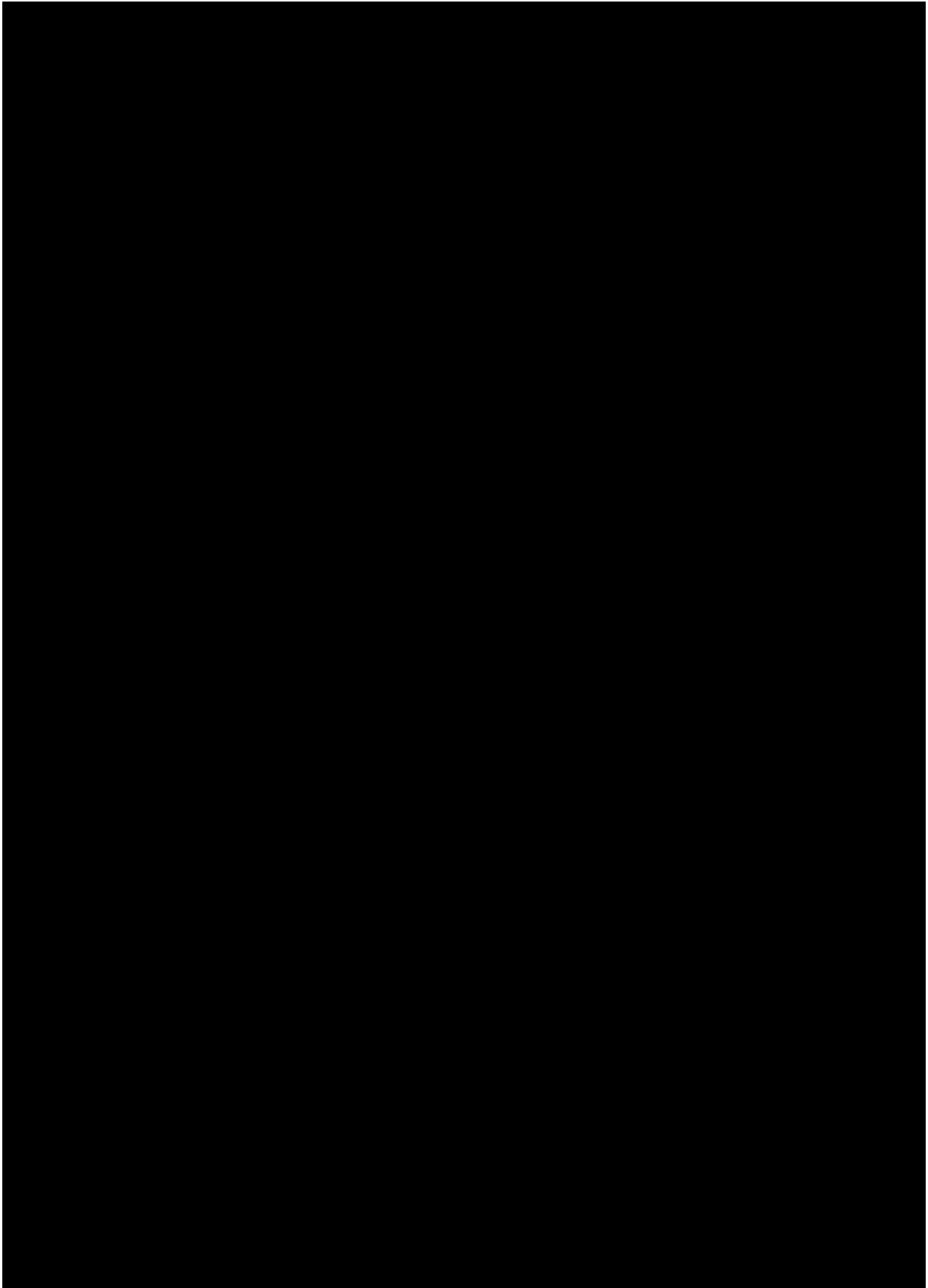
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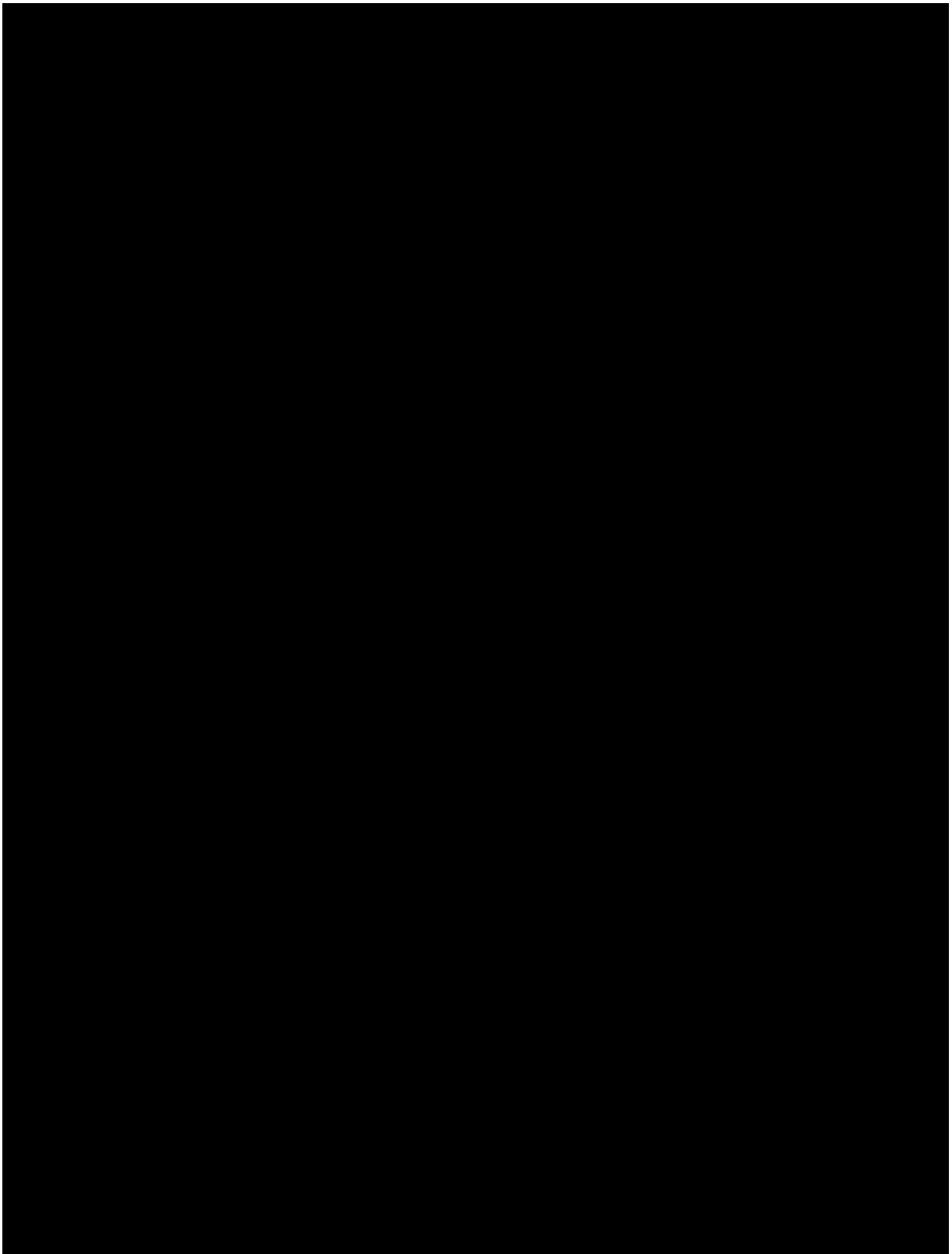
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BY MR. LAVIN:

1 Q Got it. And that's what the claims
2 resolution specialists do, right? They -- they're
3 good at dealing with people, providers; that's what
4 they do all day, right?

5 A I'm sorry. You -- you cut out. They -- they
6 do what with the providers?

7 Q I mean, they use their experience to try and
8 negotiate. And the negotiation can take a lot of
9 different turns, right?

10 A Absolutely.

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23 Q So do -- are -- providers usually have one
24 claim specialist who's their -- their contact,
25 claims resolution specialist?

1 A No, they don't.

2 Q It could be any of those eight?

3 A It could.

4 Q So like here, there's a provider, Summit
5 Estate Recovery Center. Have you heard of Summit
6 Estate Recovery Center before?

7 A I have.

8 Q Okay. And why have you heard of them before?

9 A As part of this complaint.

10 Q All right. Outside of this case, have you
11 heard about Summit Estate Recovery Center?

12 A No, I have not.

13 Q Do you know where Summit Estate Recovery
14 Center is located?

15 A I believe it's on the East Coast -- I'm
16 sorry, West Coast.

17 Q Okay. Do you know where on the West Coast?

18 A I don't recall.

19 Q Okay. So Summit Estate Recovery Center, they
20 don't have one claims resolution person assigned to
21 them, for example, right?

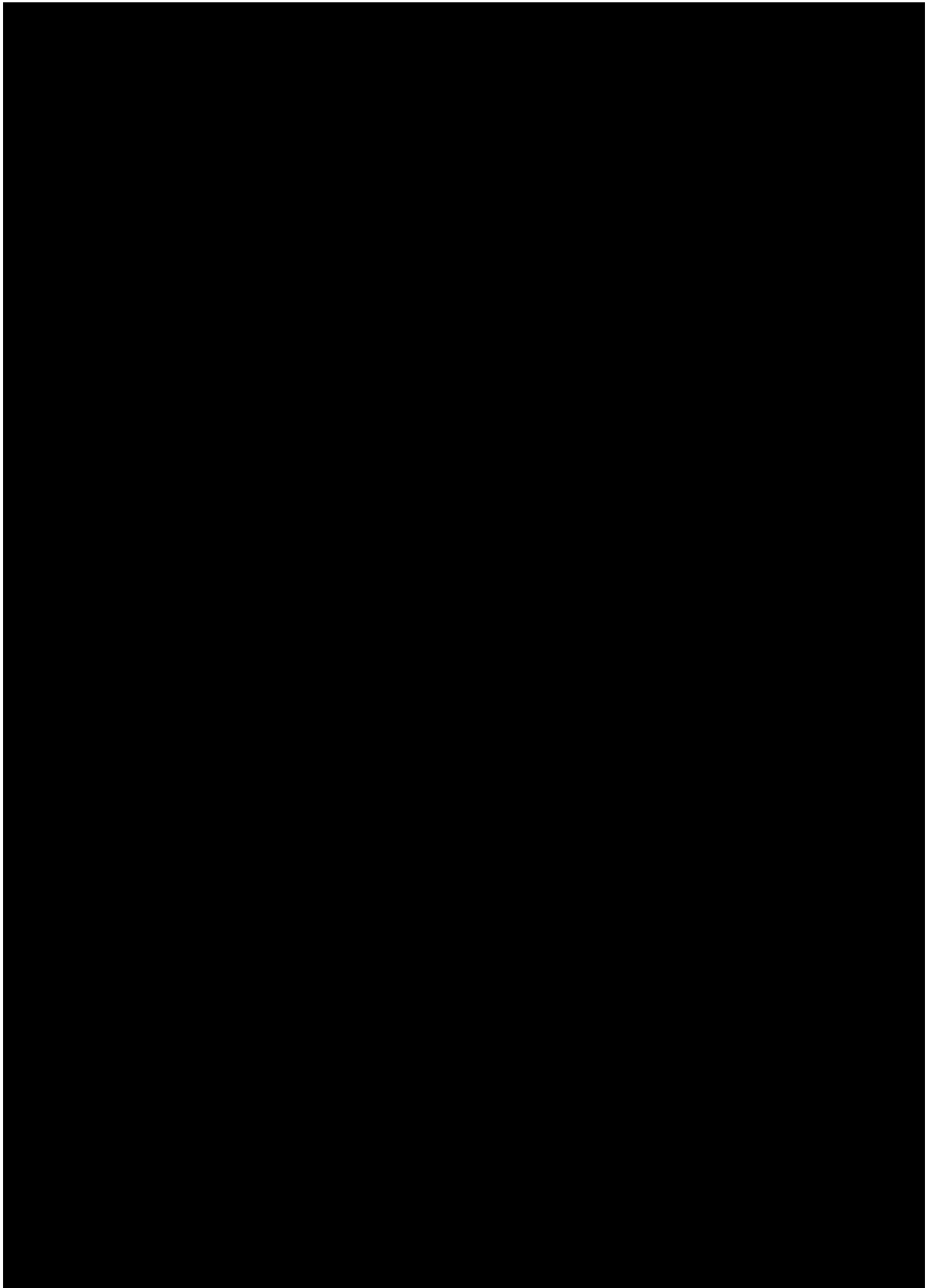
22 A Correct.

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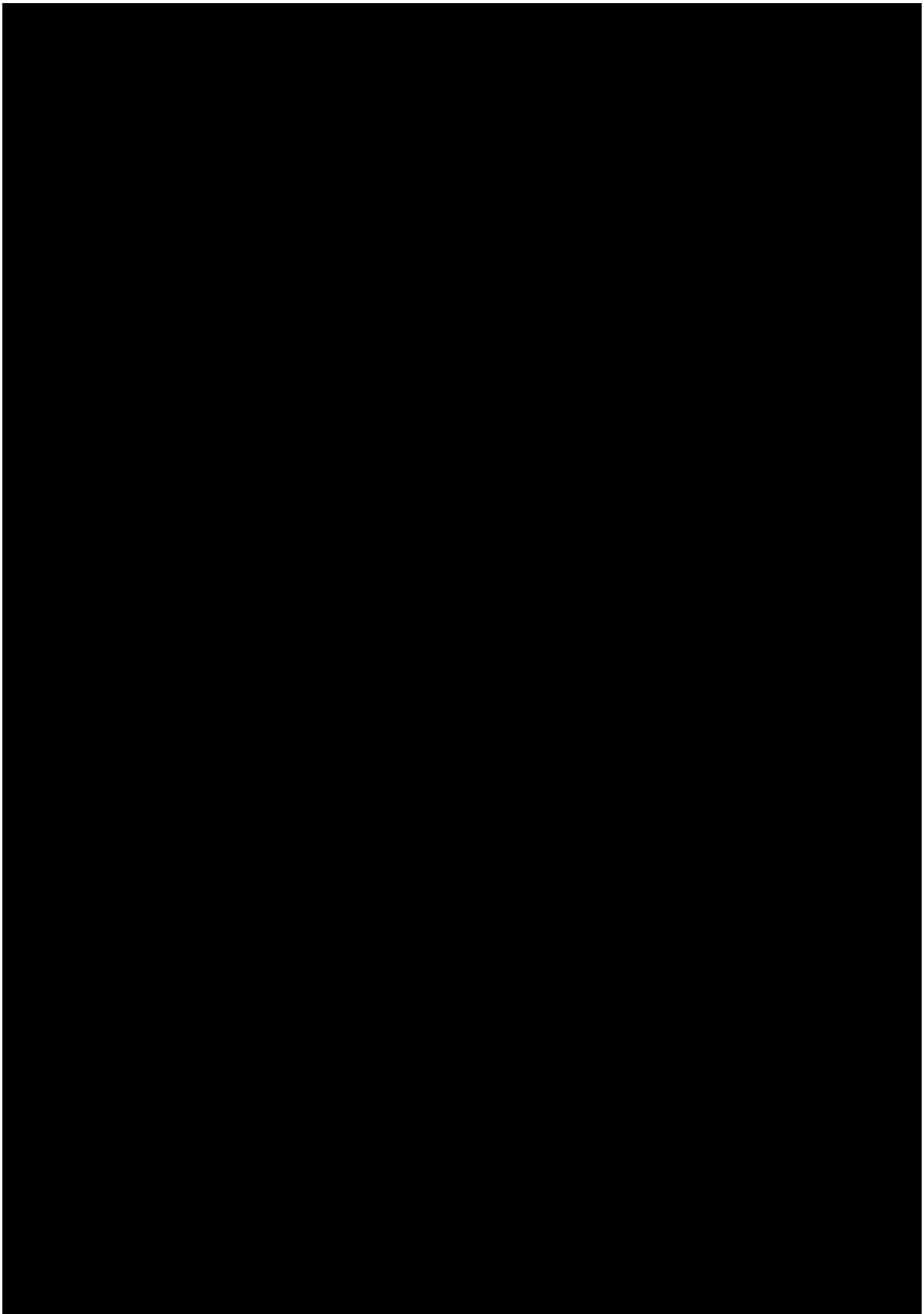
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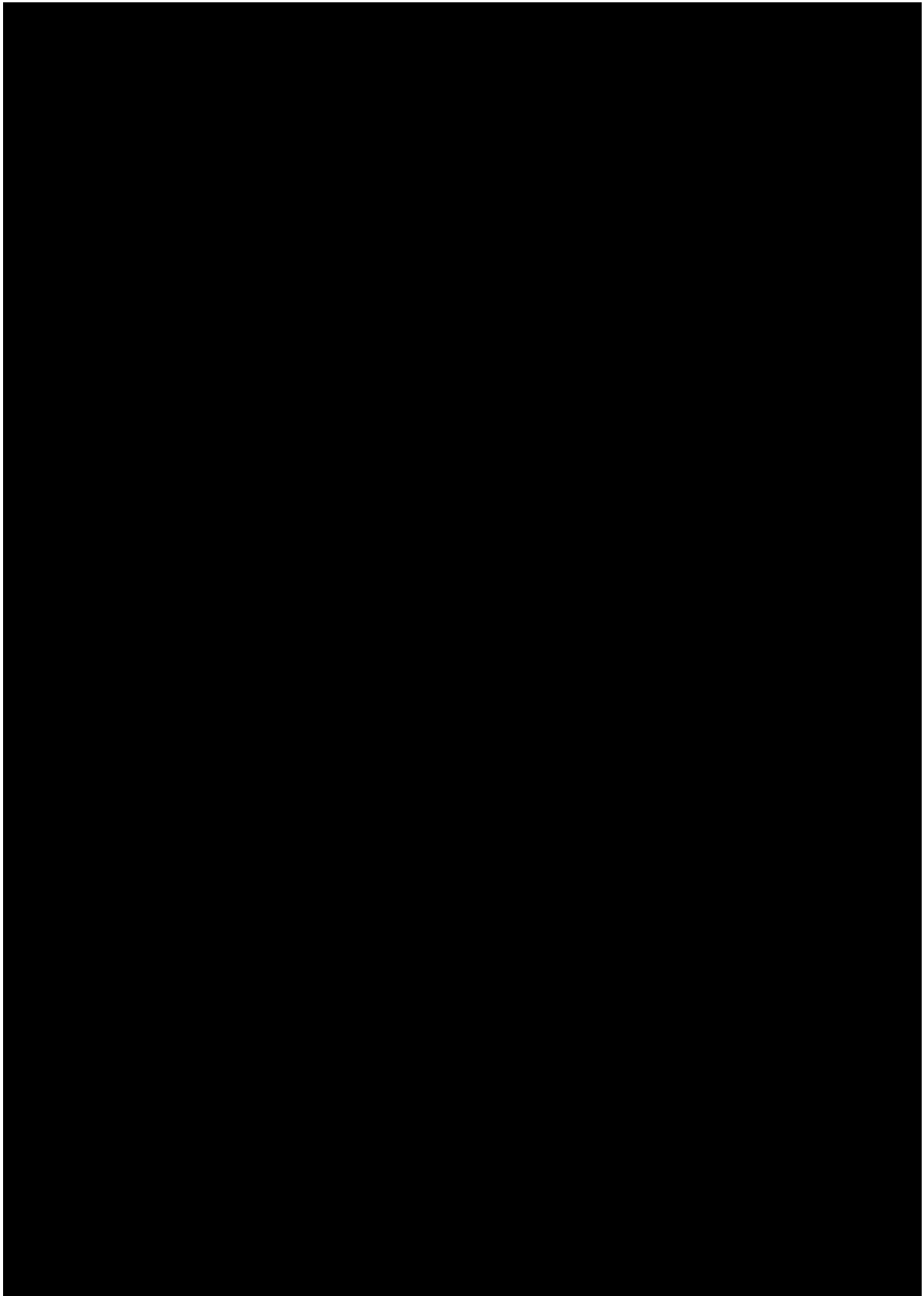
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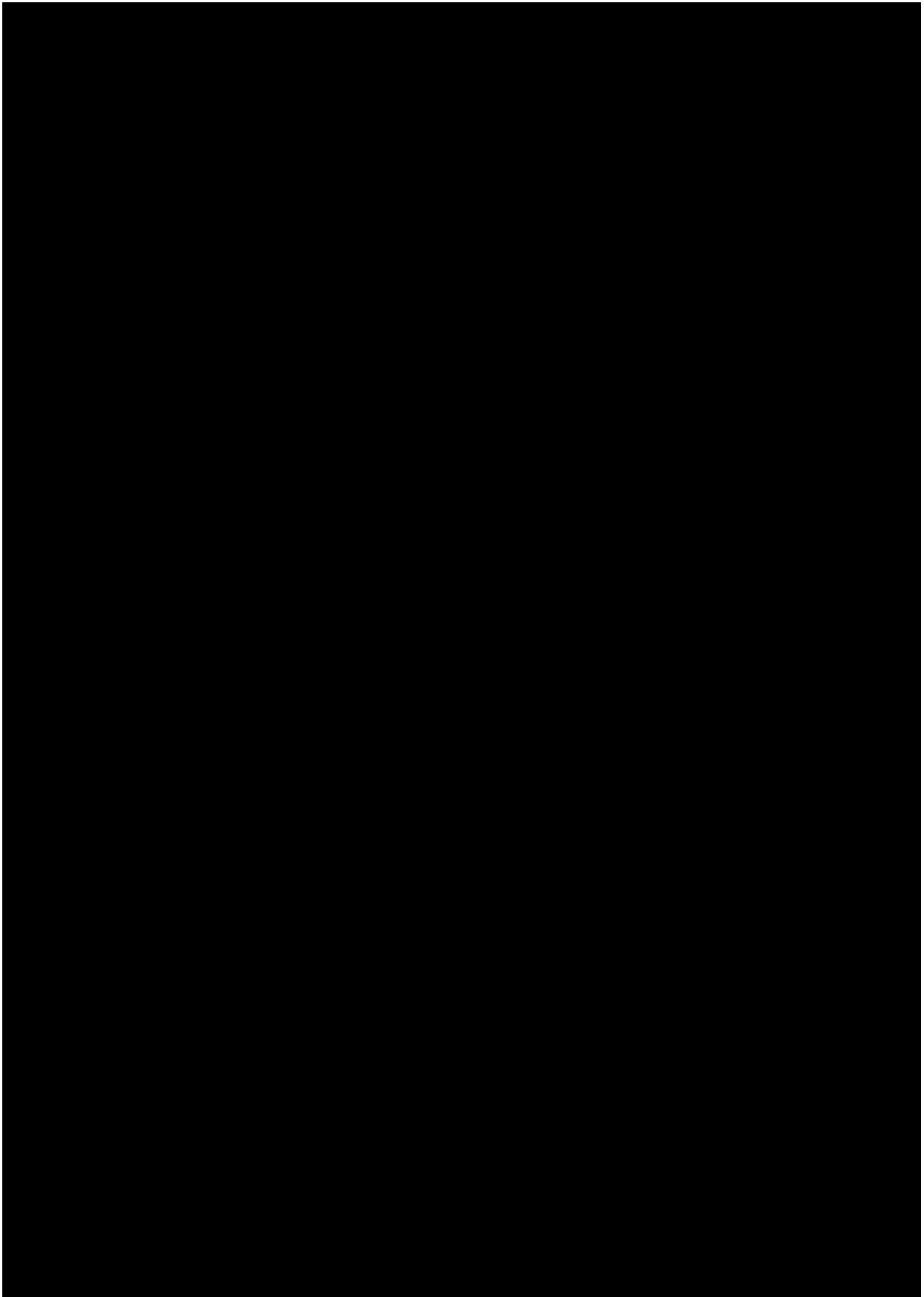
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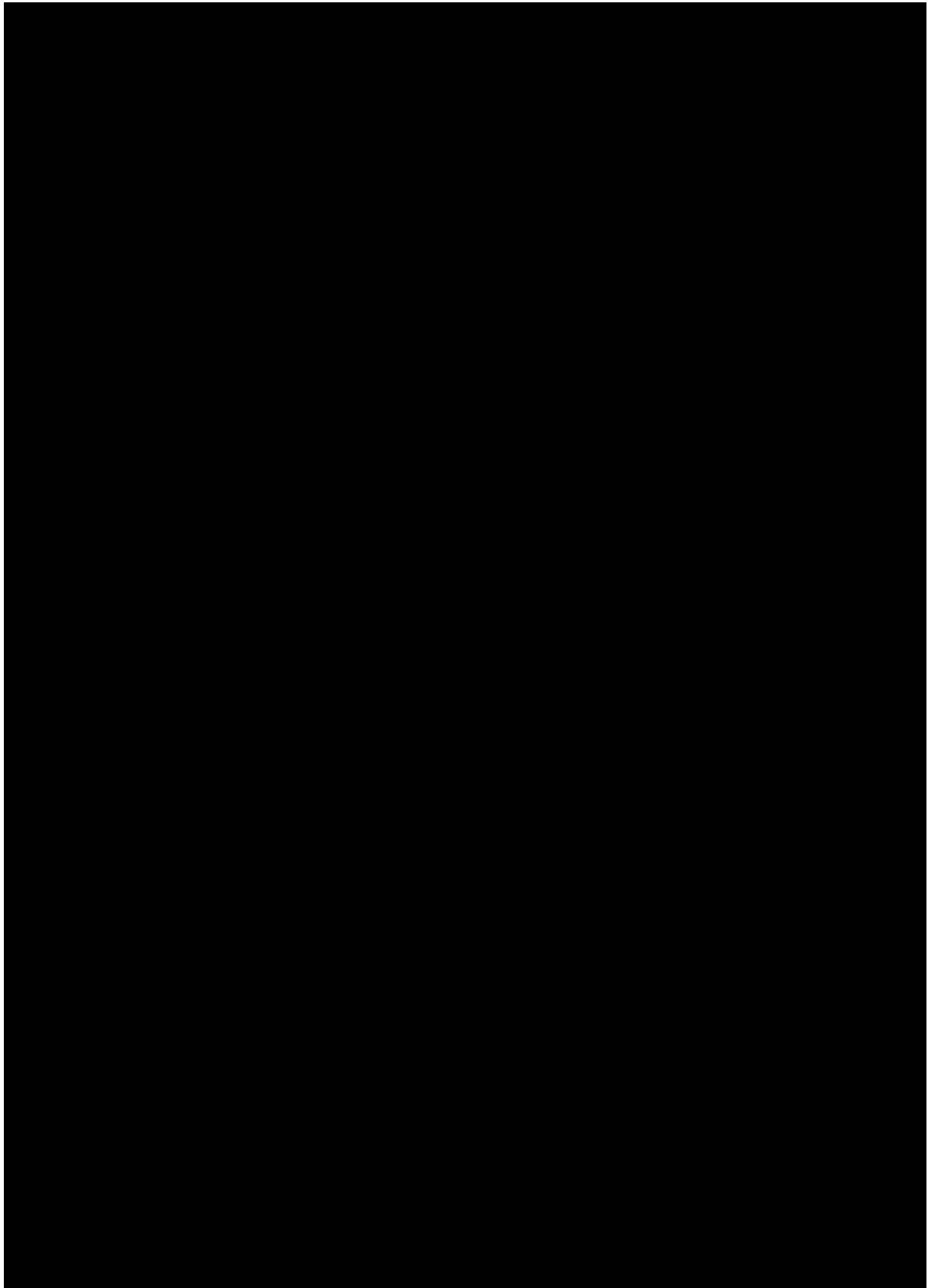
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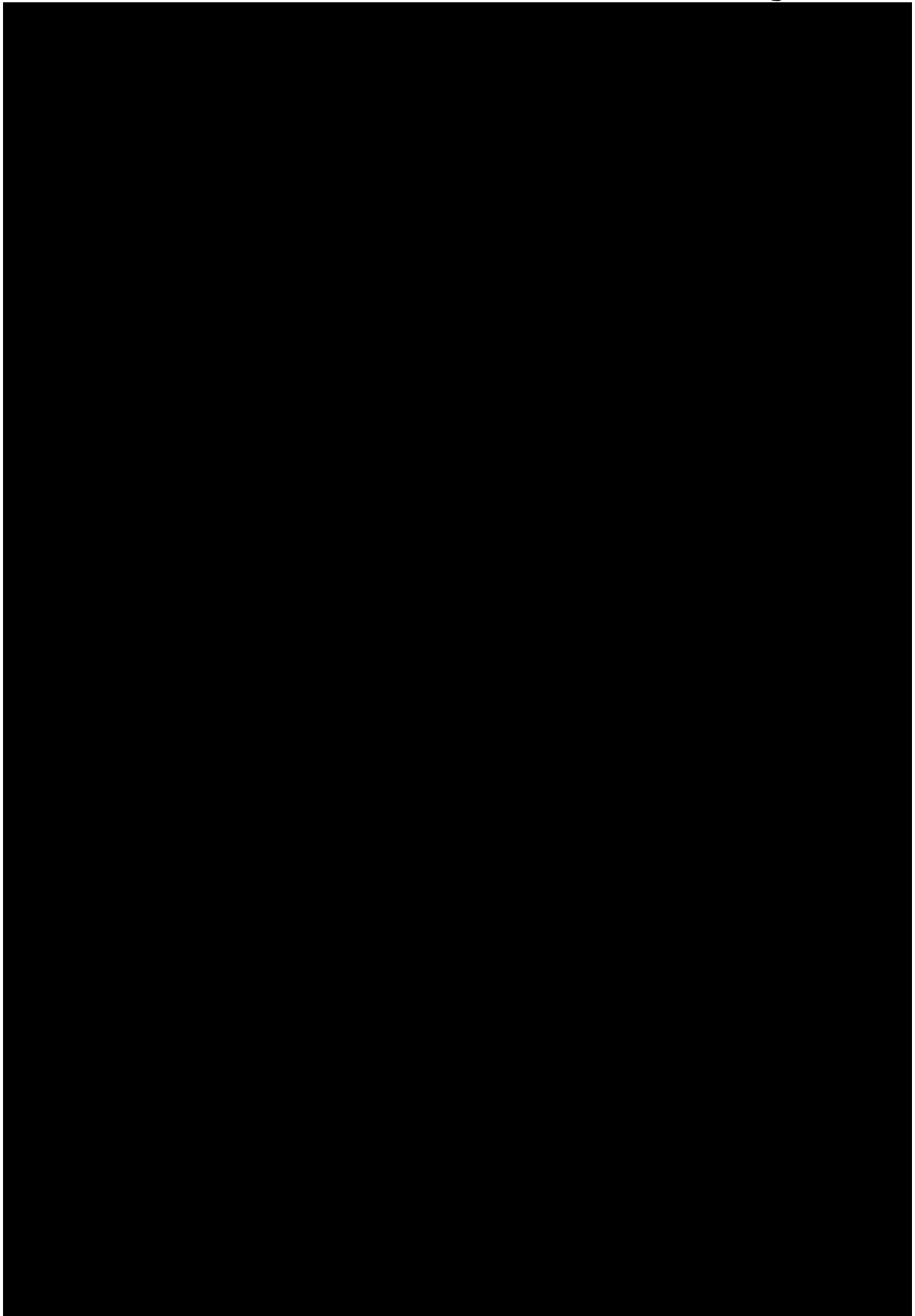
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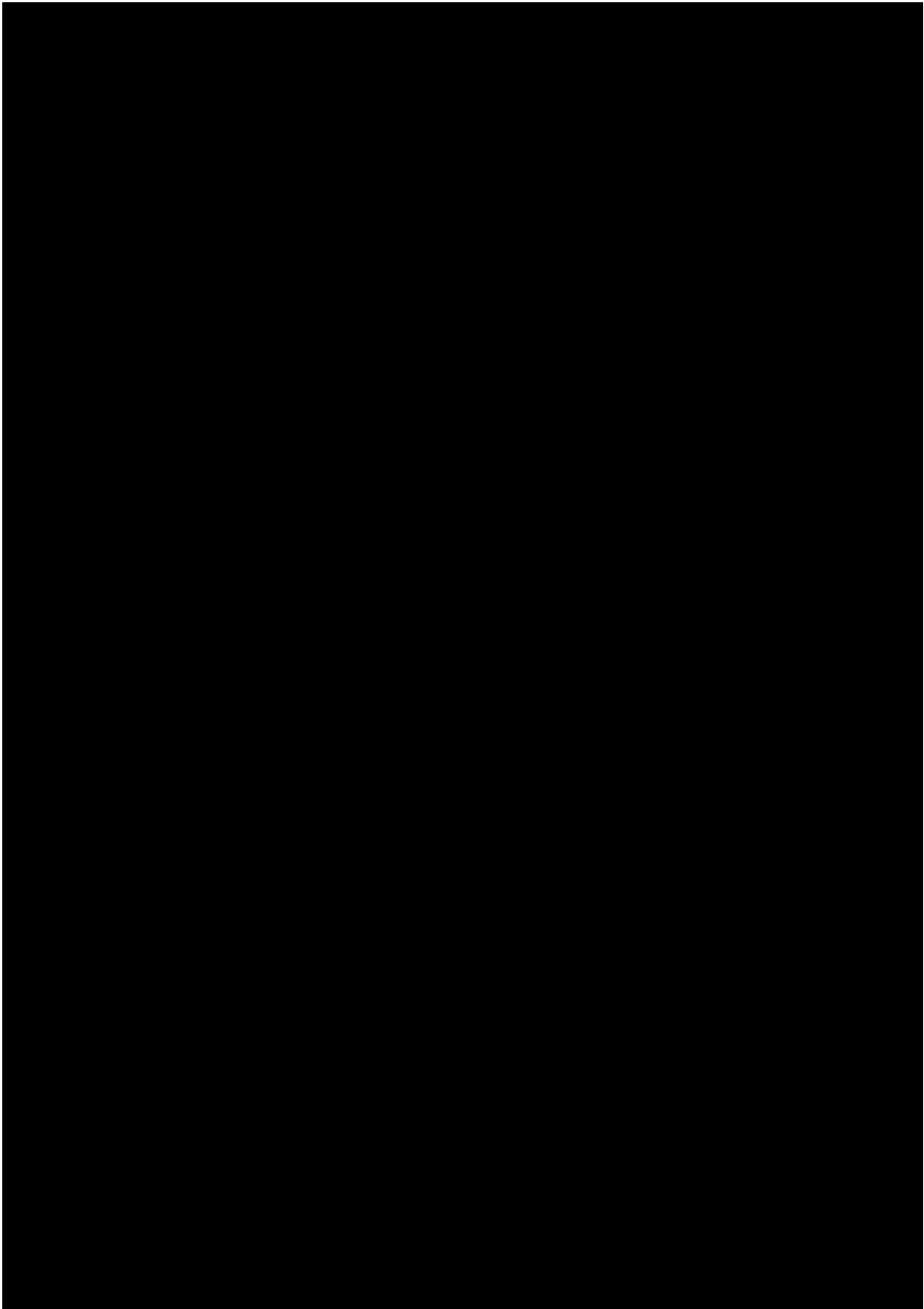
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1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 Q Okay. So let's suppose that a negotiator has
7 reached, through the portal, a -- an agreement with
8 a provider to accept a negotiated rate on a claim, a
9 readjustment of that claim -- a readjudication,
10 rather, of that claim. What happens next?

11 MR. KING: Object to the form.

12 You can answer.

13 THE WITNESS: So whether it was via the
14 portal or a fax, we would receive a signed agreement
15 or a digitally signed agreement from the provider
16 contact that indicated they were authorized to sign
17 at that acceptable level. We would then close the
18 claim, and then the outcome of that would be
19 returned back to United.

20 BY MR. LAVIN:

21 Q Okay. And does United, then, pay that
22 amount?

23 A United receives that --

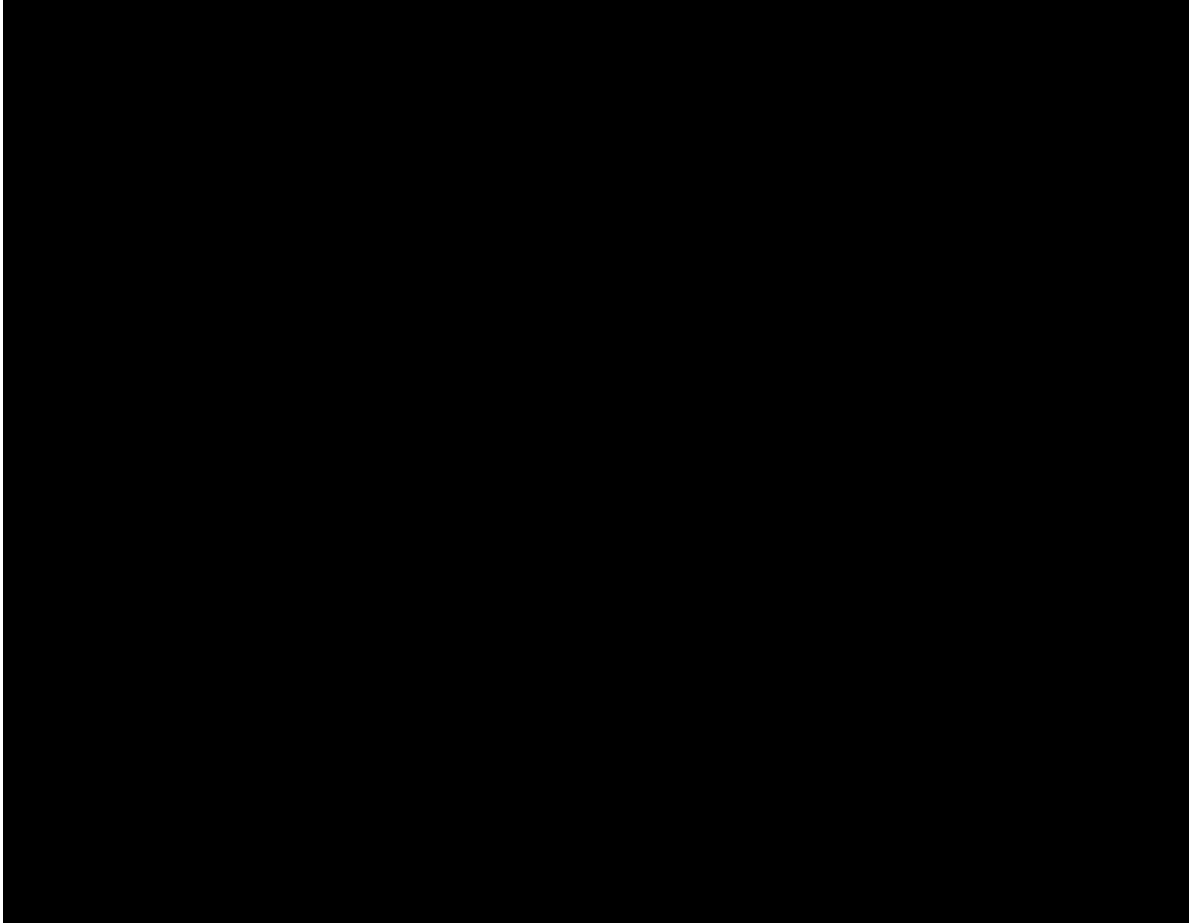
24 MR. KING: Note my objection.

25 You can answer.

1 THE WITNESS: United receives that as a
2 recommendation so that the payment would be in
3 United's side.

4 BY MR. LAVIN:

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19 BY MR. LAVIN:

20 Q Okay. So in that scenario, you would contact
21 United, or somebody on your team, and they'd say, we
22 have a provider calling, they negotiated something,
23 they signed something, why haven't you paid it?

24 MR. KING: Note my objection; foundation,
25 outside the scope.

1 You can answer.

2 THE WITNESS: We -- we would send that to
3 them to advise that they hadn't been paid according
4 to the negotiated agreement.

5 BY MR. LAVIN:

6 Q Okay. And does -- in that scenario, does
7 United send something back to you about what to tell
8 the provider?

9 MR. KING: Note my objection.

10 You can answer.

11 THE WITNESS: They would either advise it was
12 being paid, it was paid or we could refer that --
13 that provider back to United. The agreement clearly
14 states that we are not a payer, so that is also, you
15 know, something the provider's familiar with.

16 So if they are asking information on payment,
17 they're not -- it's not uncommon that they would go
18 to United for that information.

19 BY MR. LAVIN:

20 Q But other than that scenario where United is
21 not paid a negotiated Viant rate on a claim, really,
22 the provider is only -- you've kind of gone dark
23 there. Are you -- maybe -- yeah.

24 So other than that scenario, you know, the
25 provider's really only route for negotiation or

1 further payment on a claim is -- is through Viant,
2 correct?

3 A Their route for negotiation if they're
4 balance billing the member is through the phone call
5 that we would make either based on the call they
6 made to us or the member made to us. No different
7 than I mentioned with the member, the provider also
8 has the capability to go to United. They would have
9 that same information from a member's insurance card
10 that they presented at the time of treatment.

11 Q But in your experience, is United able to do
12 a negotiation or an appeal on a Viant-priced claim
13 from a provider?

14 MR. KING: Note my objection; asked and
15 answered.

16 You can answer.

17 THE WITNESS: Negotiation would generally be
18 within Viant. But when you men- -- I believe your
19 question talked about an adjustment. That would be
20 with United.

21 BY MR. LAVIN:

22 Q Yeah, so let's, you know, put aside the --
23 the negotiated adjustment. I'm talking about that
24 initial call, right? If a provider, without having
25 spoken to Viant first, was to call United and say, I

1 have received this payment related to this member,
2 I'd like to appeal that --

3 MR. KING: Objection --

4 BY MR. LAVIN:

5 Q -- for a Viant-priced claim, do you know what
6 would happen?

7 MR. KING: Objection; outside the scope,
8 speculation, the question directed to United,
9 foundation.

10 You can answer.

11 THE WITNESS: United also has the capability
12 to submit that appeal to us. They have a portal
13 that they can -- they can submit that.

14 BY MR. LAVIN:

15 Q So if United received a call about a
16 Viant-priced claim from a provider, it could -- it
17 would send a note to Viant through the portal?

18 A They could. I don't know what their specific
19 procedures are, but that is -- that is capability
20 that they have, yes.

21 Q Okay. What is that portal called?

22 A A client portal.

23 Q Just the client portal?

24 A Yes.

25 Q And --

1 A All of our clients have access to that. It's
2 not just specific to United.

3 Q And if a -- if United makes -- you know,
4 enters something into the client portal about we got
5 a call from this provider about this claim, who
6 receives that information? Is it the client [sic]
7 resolution specialists?

8 A No. It would first start with the patient
9 advocacy department, so it would go to a queue that
10 is managed within the patient advocacy team.

11 MR. LAVIN: All right. So let's go to the
12 next exhibit, which, Nicole, is under tab 20.

13 (Exhibit 11 was marked for identification
14 and is attached hereto.)

15 MR. LAVIN: Exhibit 11 has Bates numbers
16 MPI 12108 through MPI 12109.

17 Q And do you recognize what this document is?

18 A It is a cover sheet and a agreement that is
19 sent to the provider.

20 Q And this -- we talked about this a few
21 minutes ago. Is -- who is Elizabeth Vogele, if you
22 know?

23 A That is one of the claim resolution
24 specialists.

25 Q So it says "senior claims resolution

1 specialist II."

2 Are there various titles within the claims
3 resolution specialists?

4 A There are.

5 Q Do you know what the highest title would be?

6 A This would be the highest title, senior claim
7 resolution specialist II.

8 Q And this appears to be a fax.

9 Are you able to tell looking at this whether
10 this is an initial offer?

11 A I'm not able to tell.

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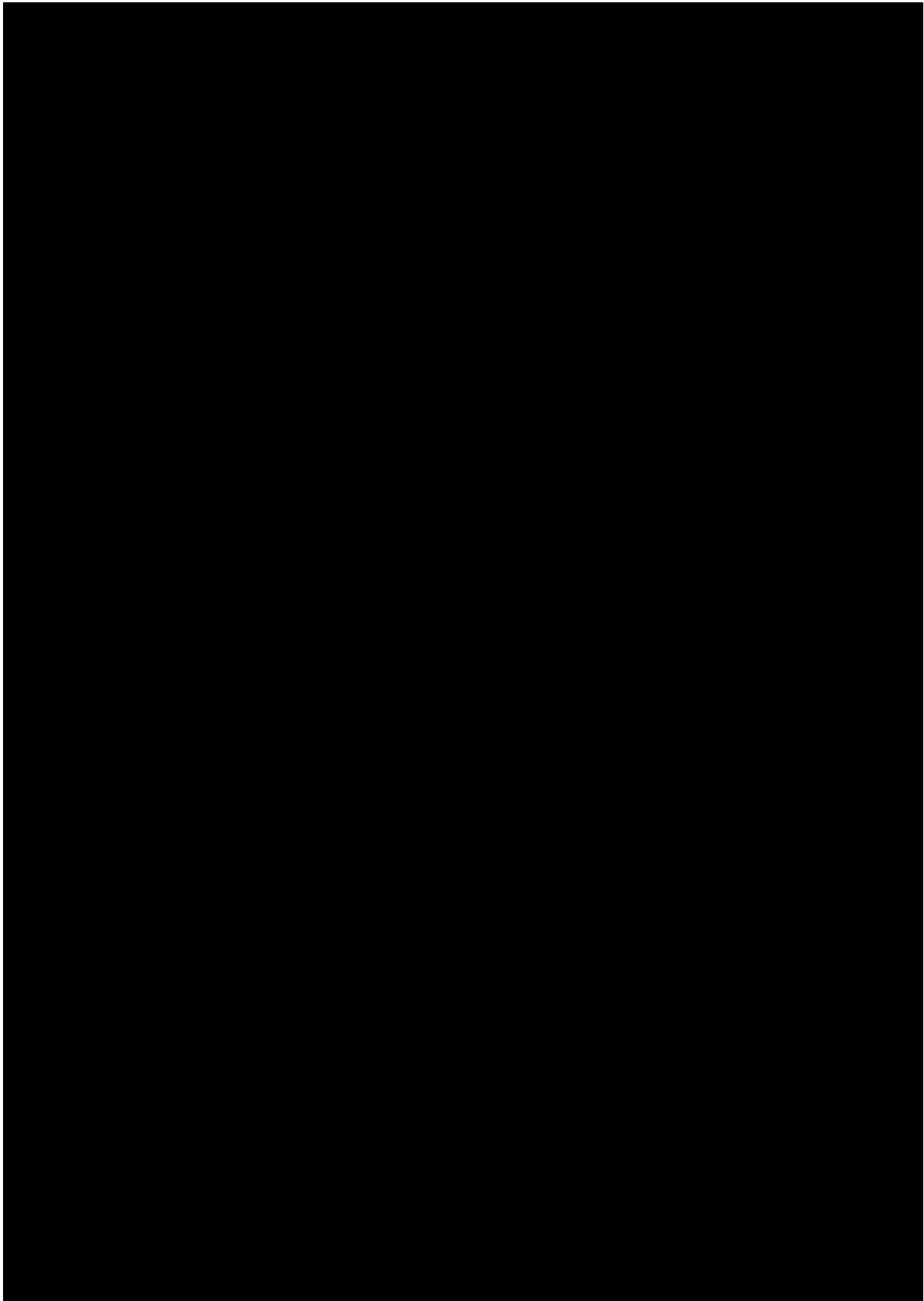
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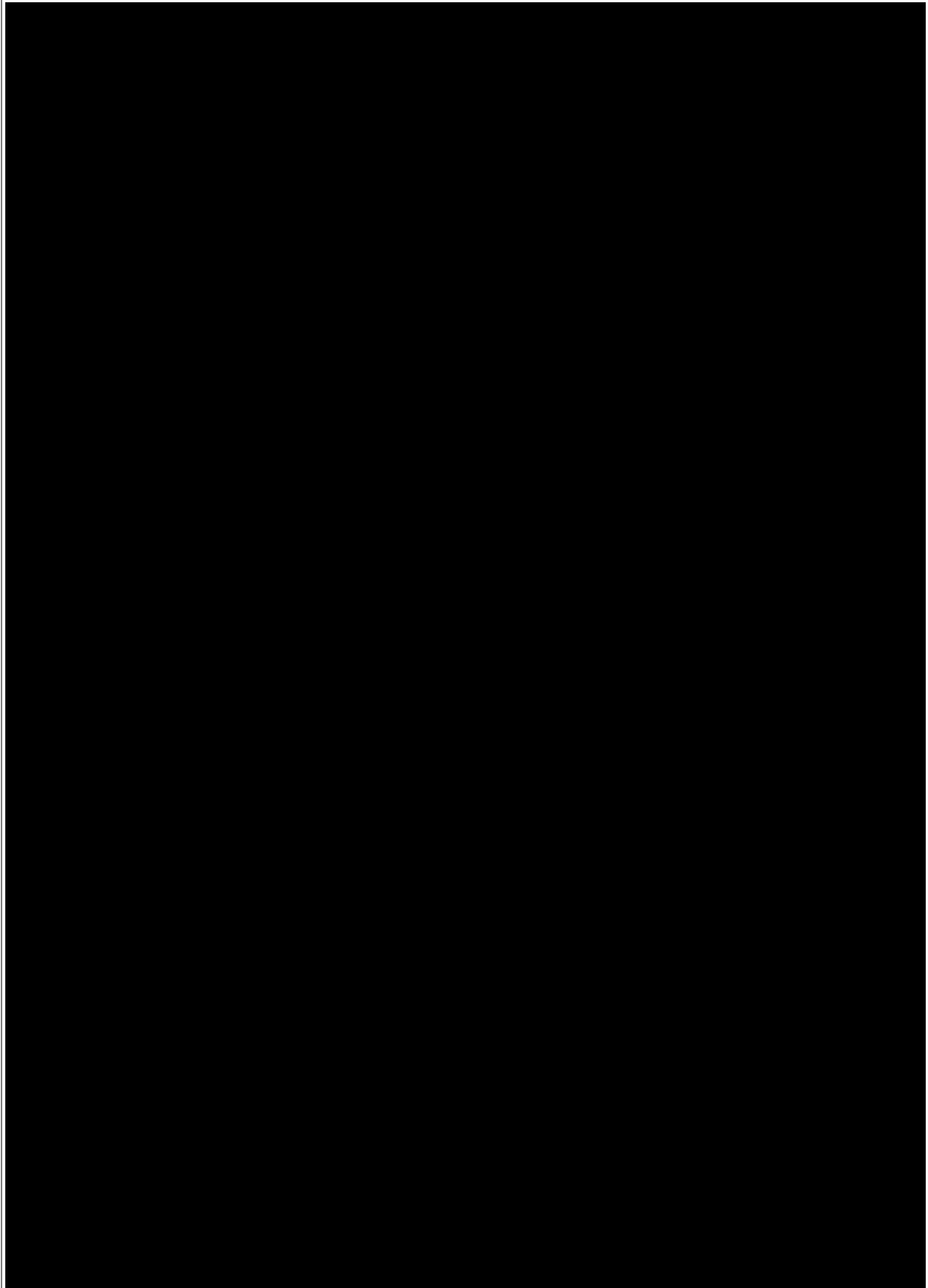
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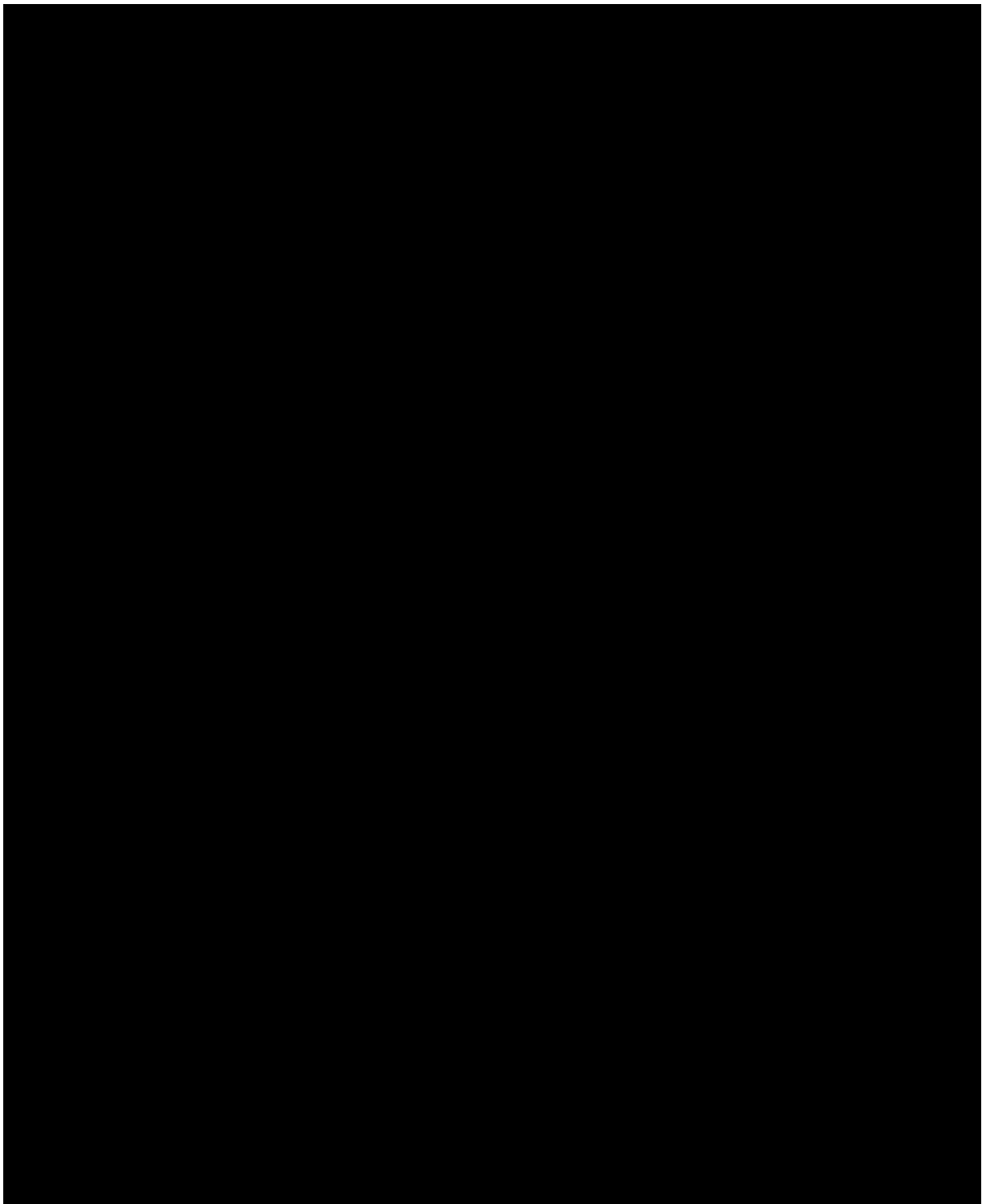
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23 BY MR. LAVIN:
24 Q I mean, do you know the circumstances of
25 every single client whose claims are paid by Viant

1 OPR?

2 MR. KING: Note by objection; argumentative.

3 THE WITNESS: Certainly never would say yes
4 to an every question, no.

5 BY MR. LAVIN:

6 Q Right. But you say, "They all made that
7 choice." I mean, you don't know that for a fact or
8 what the circumstances were behind a particular
9 patient, right?

10 MR. KING: Objection.

11 You can answer.

12 THE WITNESS: Correct.

13 BY MR. LAVIN:

14 Q Okay. So let's go to -- well, actually, just
15 stay on that one document. If we could just go back
16 to page 2109. It says (as read):

17 "Provider agrees not to balance
18 bill patient or patient's family
19 (except for deductible, coinsurance,
20 and non-covered items...)."

21 Why does it say "patient's family" on there?

22 A It may be for a minor, as an example.

23 Q Okay. And is that, you know, a standard
24 protocol? So any provider that accepts a negotiated
25 rate from MultiPlan agrees in exchange for that new,

1 you know, rate, not to balance bill the member?

2 A Correct. That would be standard language on
3 the offer term.

4 Q What if United does not pay the negotiated
5 amount?

6 MR. KING: Note my objection; calls for
7 speculation.

8 You can answer.

9 THE WITNESS: Then they didn't pay the
10 negotiated amount.

11 BY MR. LAVIN:

12 Q So the provider would be free to balance
13 bill, correct?

14 A That would be, again, a United question based
15 on the payment.

16 Q Okay.

17 A This agreement is specifically if the
18 provider signs and United has accepted the
19 recommendation.

20 MR. LAVIN: All right. Let's take a look at
21 the exhibit under tab 21.

22 (Exhibit 12 was marked for identification
23 and is attached hereto.)

24 MR. LAVIN: Exhibit 12 is Bates numbers
25 MPI 12112 through MPI 12113.

1 THE WITNESS: Okay.

2 BY MR. LAVIN:

3 Q All right. And do you recognize this
4 document?

5 A Yes.

6 Q And what is this document?

7 A This is another patient advocacy letter that
8 is sent when we are unable to successfully
9 negotiate.

10 Q And do you know if this is the format of the
11 letter currently in use at Viant?

12 A Based on the 2019 date, I would suggest that
13 it is not. I believe there have been subsequent
14 changes to this letter since that time.

15 Q Do you have any role in the drafting of the
16 language used in PAD letters?

17 A No, not generally.

18 Q Does Viant keep copies of all PAD letters?

19 A We would retain those, yes.

20 Q Does Viant maintain -- strike that.

21 How does Viant keep those records? Are they
22 associated with a particular claim electronically?

23 A They're maintained electronically, and, yes,
24 they're associated to a claim.

25 Q So are they associated -- is that claim,

1 then, associated to a member? Do you understand my
2 question?

3 A The claim would be based on how that claim
4 was received. So, yes, it would be specific to a
5 member and a provider and a client.

6 Q Does Viant keep records of particular members
7 and then I could go into that member and look up all
8 the claims and all the PAD letters?

9 A No.

10 Q So it's done on a per-claim or claim-line
11 basis; is that right?

12 A It's on a claim basis.

13 Q And earlier, we discussed Viant keeping phone
14 records for about six months.

15 Do you remember that?

16 A Yes.

17 Q Does that apply to the claims resolution
18 specialists, also?

19 A It does.

20 Q And is there any way -- if I was to go look
21 up a -- you know, a specific claim, would it have a
22 link to the recording related to that --

23 A No.

24 Q -- any recordings that related to that claim?

25 A It does not. It's -- it's a -- not that

1 easy.

2 Q How would you look it up?

3 MR. KING: Note my objection to form.

4 You can answer.

5 THE WITNESS: There's an index file that
6 requires a pretty detailed search.

7 BY MR. LAVIN:

8 Q What information would you need to conduct
9 that search?

10 A I don't know that definitively. I believe it
11 would be like the date and time of original phone
12 call. But beyond that, I would have to ask our --
13 our technology team that maintains that.

14 Q Do you ever listen to those recordings as
15 part of your job at Viant?

16 MR. KING: Note my objection.

17 You can answer.

18 THE WITNESS: Very rarely.

19 BY MR. LAVIN:

20 Q When -- now, you know, I see the top of this
21 letter that we're looking at, Exhibit 12, it says
22 "UnitedHealthcare" and "Viant" on the top, right?

23 A Yes.

24 Q And it has an address, Salt Lake City, Utah.

25 Do you see that?

1 A I do.

2 Q Do you know if that's a Viant address or a
3 UnitedHealthcare address?

4 A That's a Viant address.

5 Q Is that a physical address?

6 A It is.

7 Q Do you know if, when a negotiation has
8 failed, whether there is anything that's issued from
9 UnitedHealthcare to the member?

10 MR. KING: Note my objection.

11 You can answer.

12 THE WITNESS: I don't know that.

13 BY MR. LAVIN:

14 Q Do -- when the negotiation has failed, is
15 there anything further that is issued by Viant to
16 the provider?

17 A No. They would be aware of that by declining
18 our negotiation efforts.

19 Q Who at Viant is responsible, has ultimate
20 authority for PAD letters?

21 MR. KING: Object to form.

22 You can answer.

23 THE WITNESS: PAD letters within Viant would
24 be, really, a collaborative approach. So it would
25 involve our marketing team, our legal team and

1 partnership between both MultiPlan, Viant or -- and
2 the client.

3 MR. LAVIN: So I'm going to -- let's bring up
4 the next exhibit.

5 So it's under tab 29, Nicole.

6 (Exhibit 13 was marked for identification
7 and is attached hereto.)

8 MR. LAVIN: Exhibit 13 is Bates numbers
9 MPI 2152 through 2154.

10 Q Can you take a minute to look at that.

11 A Sure.

12 Okay.

13 Q And this is an email. The top email is from
14 Mark Edwards to Susan Mohler. It's dated 5/27/2020.
15 Cc'd is Pam Walker.

16 Do you know who Pam Walker is?

17 A Pam works in our marketing department.

18 Q And then there's Mark Edwards to Susan Mohler
19 saying (as read):

20 "JR Moss has the oversight of PADs
21 for Viant, so send everything to him
22 and I'd cc Susan Dominy."

23 And who is Susan Dominy?

24 A Susan Dominy was a former AVP of operations
25 for Viant.

1 Q And do you know if JR Moss has oversight of
2 PADs for Viant?

3 A JR had historically ran the mailroom
4 operation for patient advocacy, so he would
5 generally be the recipient for coordination of just
6 review of the template. Did it fit the envelope
7 appropriately? And then just coordinating, you
8 know, his signoff with our IT team from a technical
9 perspective.

10 Q Okay. So he would keep the most -- whatever
11 the most recent version is of the PAD letter to make
12 sure that's the one that's getting sent out, right?

13 A No, not -- the most recent version of the PAD
14 letters would all be maintained in our -- our IT
15 organization and through our system.

16 Through this, where it says "JR has oversight
17 of PADs," we have a full mailroom operation that
18 mails the patient advocacy letters that JR had
19 oversight of.

20 So whenever a change is made to a letter, we
21 want to make sure the barcode is accurate, that the
22 address fits in the -- in the envelope, either the
23 return address or the address of the member fits in
24 the envelope appropriately. So JR would have had
25 oversight for that at this time.

1 Q Okay. And if we look down, it says -- the
2 bottom of it says -- from Mark Edwards to Susan
3 Mohler, it says (as read):

4 "Hi Susan, United is requesting we
5 update the Viant PADs to mirror the
6 language in the DiS letters as much
7 as possible."

8 Is DiS referring to DataiSight?

9 A Yes.

10 Q And DataiSight uses a different PAD letter,
11 correct?

12 A It -- yes. Based on this timing, that's what
13 it says.

14 Q Do you know if they use different ti- --
15 different PAD letters now, or is it the same PAD
16 letter?

17 MR. KING: Object to form.

18 You can answer.

19 THE WITNESS: I don't know the exact verbiage
20 in each letter.

21 BY MR. LAVIN:

22 Q And do you know what changed their reference
23 in here?

24 A Outside of what I'm reading, adding a
25 disclaimer that DataiSight is not a payer, so it

1 looks like they're looking to replicate that.

2 MR. LAVIN: Let's bring up Exhibit -- the
3 next exhibit under tab 31.

4 (Exhibit 14 was marked for identification
5 and is attached hereto.)

6 MR. LAVIN: Exhibit 31 -- I mean -- excuse
7 me.

8 Exhibit 14, MPI 6891.

9 THE WITNESS: Okay.

10 BY MR. LAVIN:

11 Q All right. Do you recognize this email?

12 A I do.

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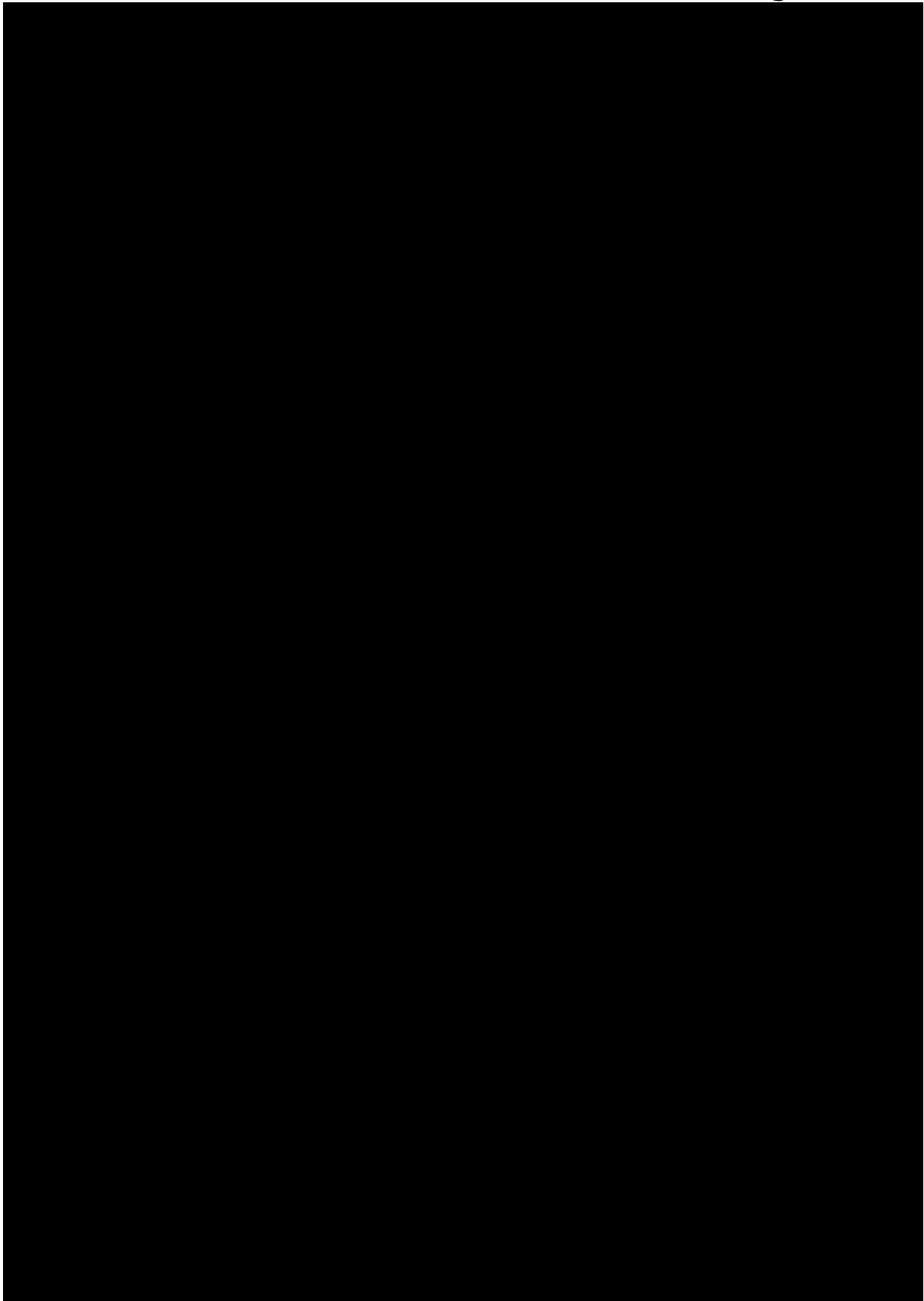
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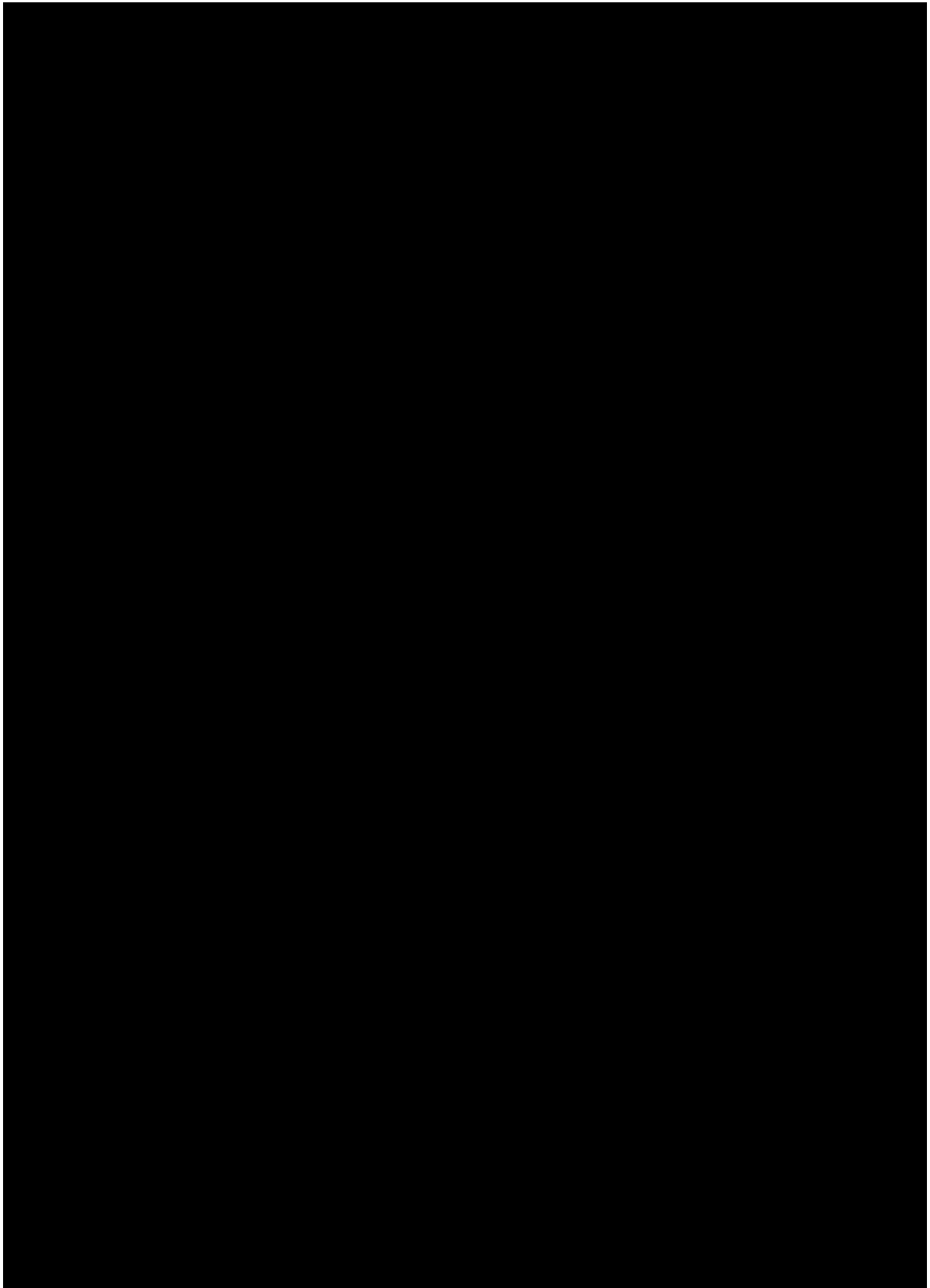
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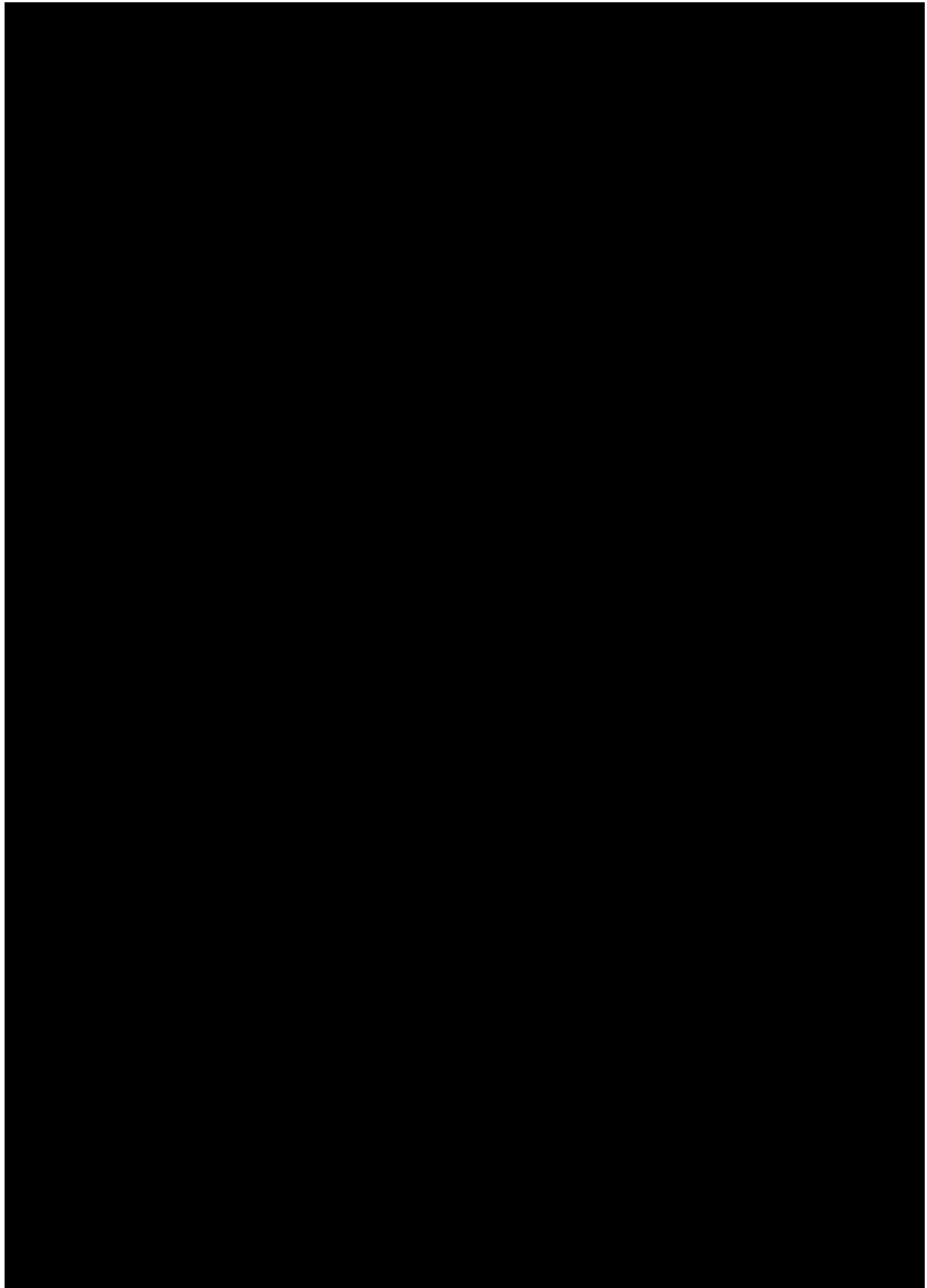
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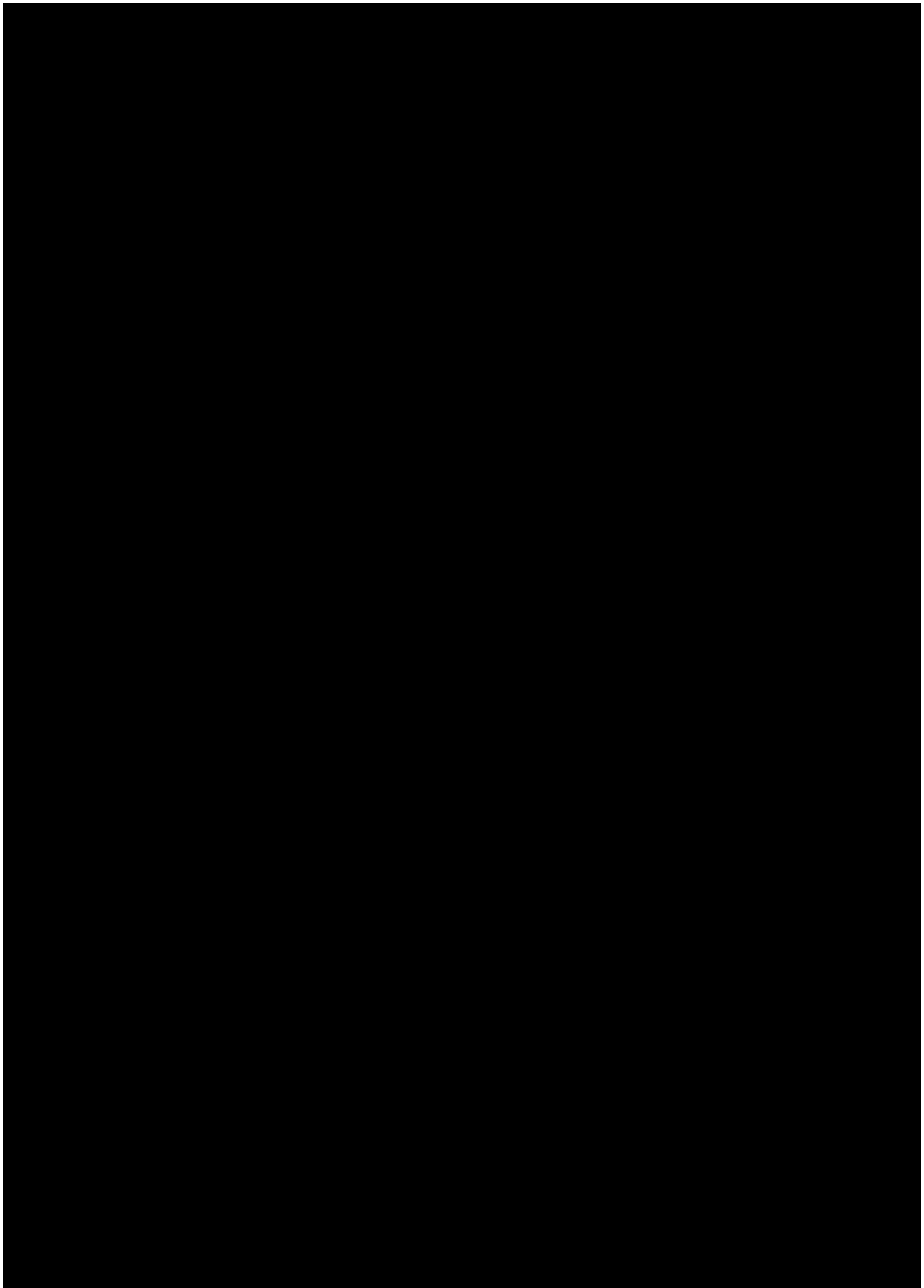
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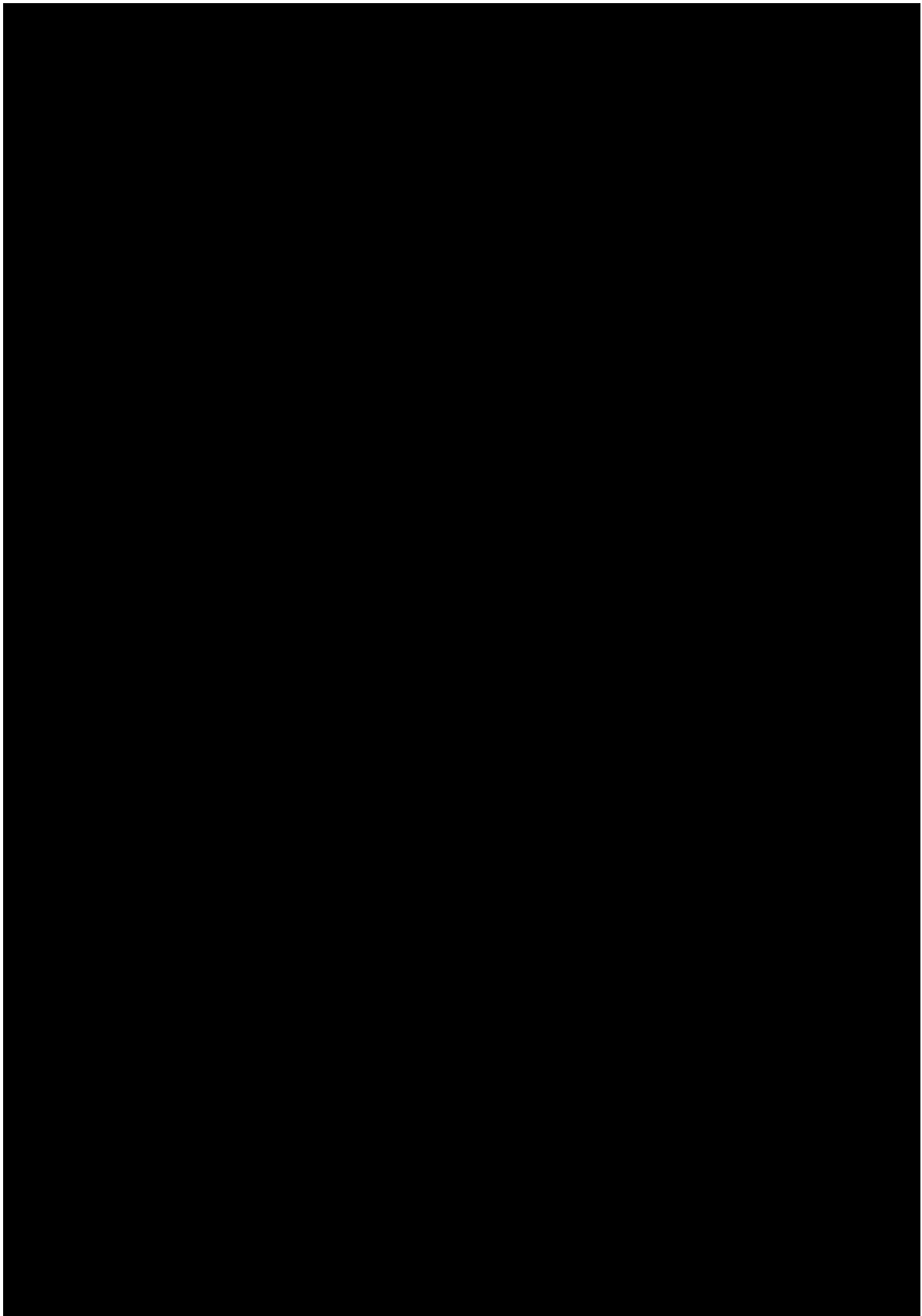
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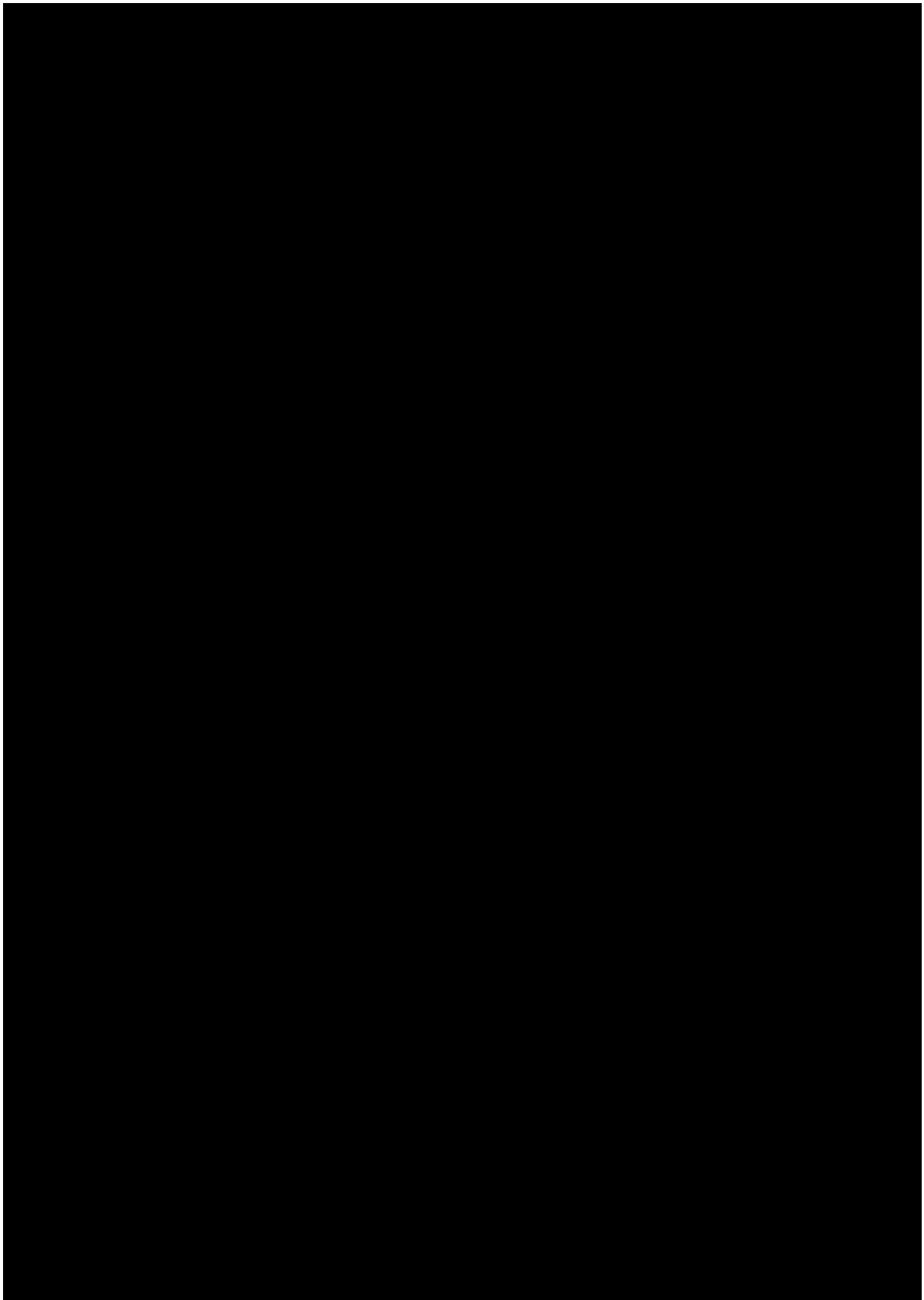
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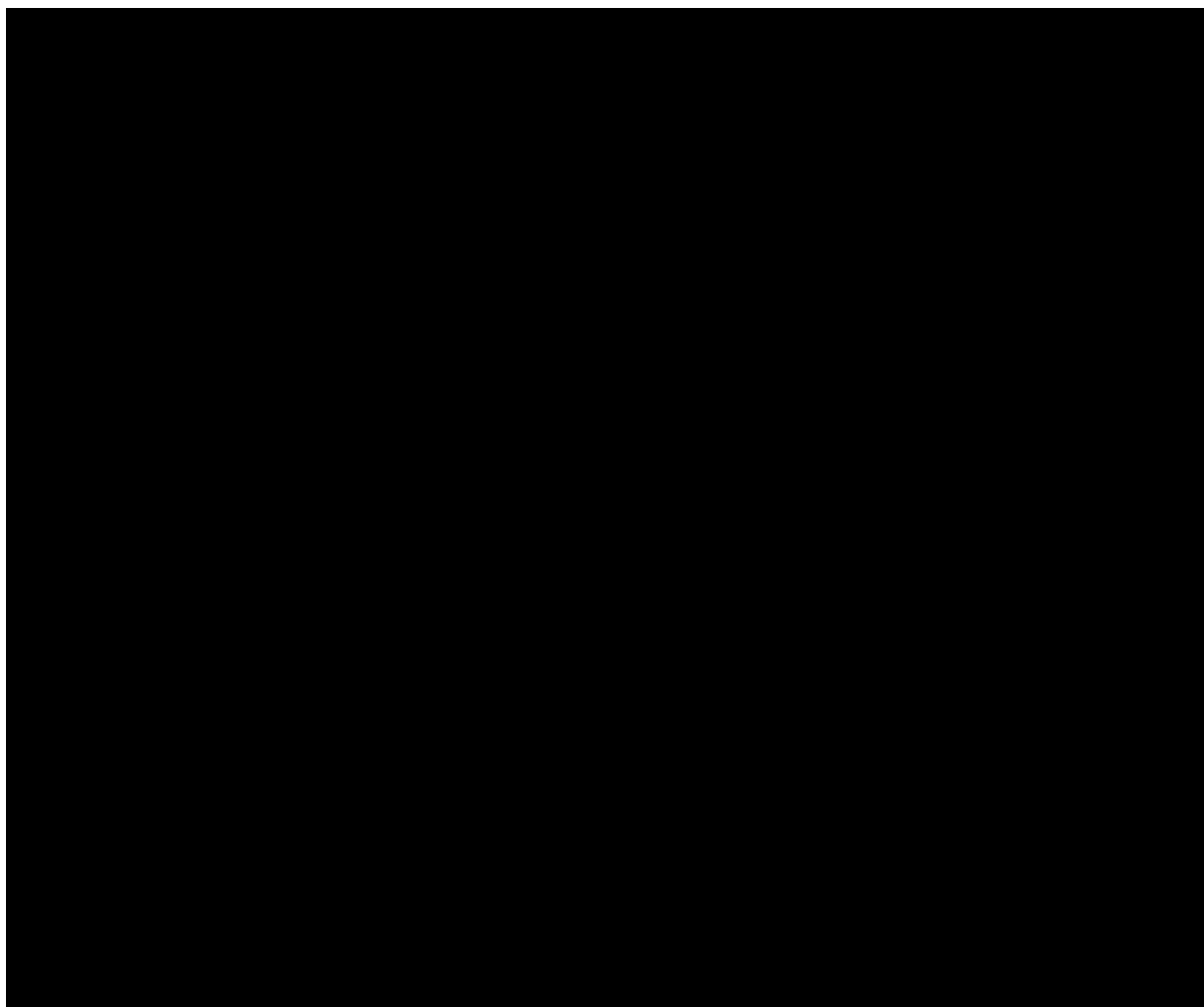
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MR. LAVIN: All right. Let's go to -- the next document I want to show you is under tab 24. So it will be Exhibit 16.

(Exhibit 16 was marked for identification and is attached hereto.)

MR. LAVIN: Exhibit 16 is Bates numbers MPI 1680 through MPI 1685.

Q You can take a second to flip through it.

A Sure.

Okay.

1 Q All right. I want to go to page 1684, which
2 is like the second from the back.

3 A Okay.

4 Q You know, this is talking about a provider.
5 That provider is Summit Estate, right? Would you
6 agree with me?

7 A Yes.

8 Q Some appeals and some attempts at
9 negotiation, correct?

10 A Well, this page is asking -- is stating that
11 the provider indicated they had a negotiation
12 agreement, and it looks like United is requesting
13 that information.

14 Q And it says they have a negotiation contract
15 with MultiPlan. What does that mean? Do you have
16 any understanding what that means when you look at
17 that?

18 MR. KING: Note my objection.

19 You can answer.

20 THE WITNESS: It could mean many different
21 things. It could mean they have a network contract.
22 It could mean that they have a global agreement,
23 which would be an -- an agreement that was managed
24 within our negotiation team. I -- you know, I would
25 be assuming based on that statement.

1 BY MR. LAVIN:

2 Q What is a global agreement, global contract?

3 A So when we are -- when a provider is willing
4 to accept an agreement or a specific discount rate
5 on eligible submitted claims, then we may ask them
6 to sign a global agreement that would apply to
7 future eligible submitted claims.

8 Q So that would just apply to all claims in the
9 future for a given period of time for that
10 particular code, right, from that provider?

11 A No. There's -- there wouldn't be a code
12 referenced, and it wouldn't be applied to all.
13 There's -- it's applied to any eligible submitted
14 claim in the future --

15 Q So --

16 A -- so there's no specified detail such as you
17 referenced.

18 Q Okay. So -- well, if they don't specify a
19 service code, how does that work? How do they --

20 A Again, I'm mak- --

21 MR. KING: Objection as to form.

22 You can answer.

23 THE WITNESS: I'm making an assumption. If
24 this is a global agreement, then it would be a
25 standard discount, X percent off of billed charges.

1 BY MR. LAVIN:

2 Q Okay. If a provider has a contract with
3 MultiPlan, right, does that impact whether or not a
4 claim gets priced by Viant OPR?

5 MR. KING: Note my objection; outside the
6 scope. That's a networks question not relevant to
7 this litigation at all.

8 But you can answer it.

9 THE WITNESS: It would depend on what you're
10 referring to, but, generally, if it's a network or a
11 global agreement, it does not mean that that is the
12 only service. They -- they can still be repriced
13 within Viant.

14 BY MR. LAVIN:

15 Q Okay. Do you know if providers ever call up
16 Viant and other patient advocacy or claims
17 resolution and, you know, they say, we've -- listen,
18 I've got a contract with MultiPlan; how come my
19 claims aren't being priced under that MultiPlan
20 contract? Is that something that happens?

21 MR. KING: Object to the hypothetical, calls
22 for speculation, foundation.

23 You can answer.

24 THE WITNESS: That could certainly happen.

25 BY MR. LAVIN:

1 Q Are Viant representatives trained to respond
2 to that situation?

3 A They do not have access to that -- any of
4 that information. So if the provider is asking for
5 research based on that, we would refer that to
6 another team within -- within MultiPlan.

7 Q Okay. Does -- are the Viant representatives
8 trained to say we're a separate company from
9 MultiPlan?

10 MR. KING: Note my objection to form.

11 You can answer.

12 THE WITNESS: They would state that because,
13 again, they don't have access to any of that
14 information on the MultiPlan contract that you're
15 referring to.

16 BY MR. LAVIN:

17 Q Okay. But -- so they are trained to say we
18 are Viant, we are a separate company from MultiPlan,
19 correct?

20 A No. They may say that they are Viant. They
21 do not have access to MultiPlan contract details.
22 So that could be part of their response if they're
23 asked by -- that information by a provider.

24 Q Do providers occasionally call up and demand
25 to have their MultiPlan contract rates enforced?

1 MR. KING: Note my objection; outside the
2 scope of the witness's deposition.

3 THE WITNESS: I wouldn't know that. I -- I
4 assume that could happen.

5 BY MR. LAVIN:

6 Q Do you ever see MultiPlan contracts in your
7 duties?

8 A Network -- network contracts? No, I don't.

9 MR. KING: That's not what she does.

10 BY MR. LAVIN:

11 Q Do you know what a benchmark price is?

12 MR. KING: Objection; relevancy.

13 THE WITNESS: Yes, I do.

14 BY MR. LAVIN:

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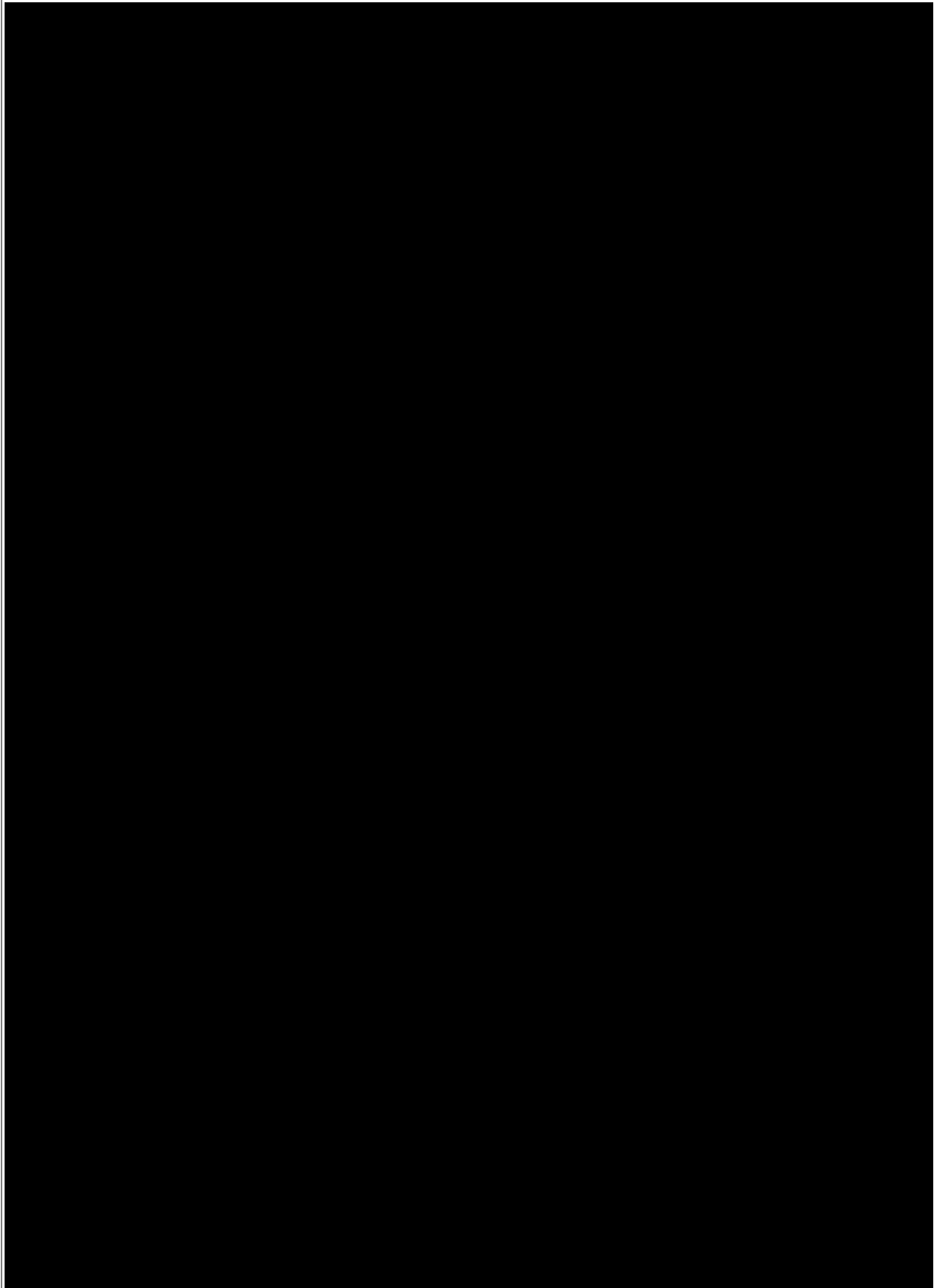
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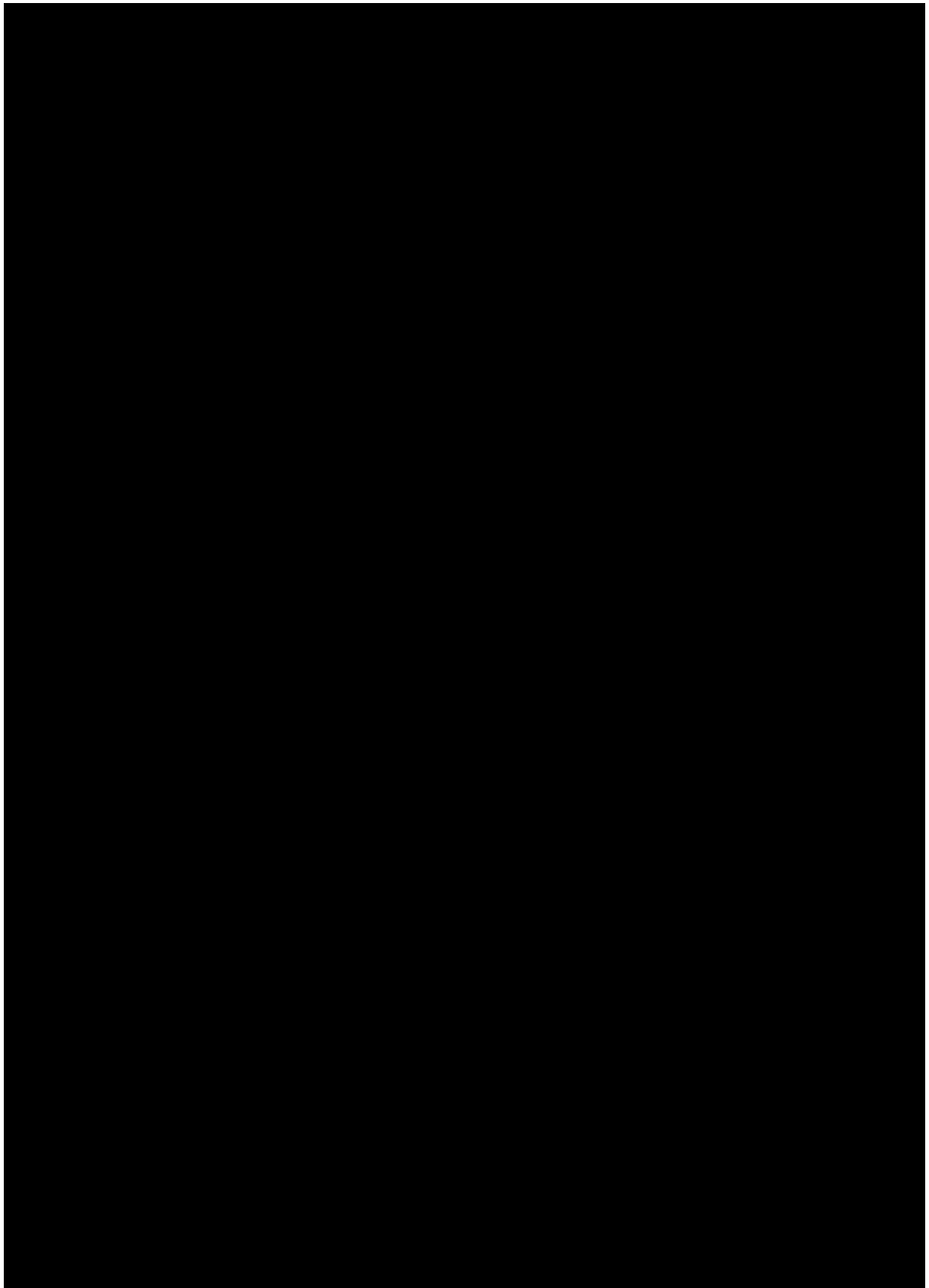
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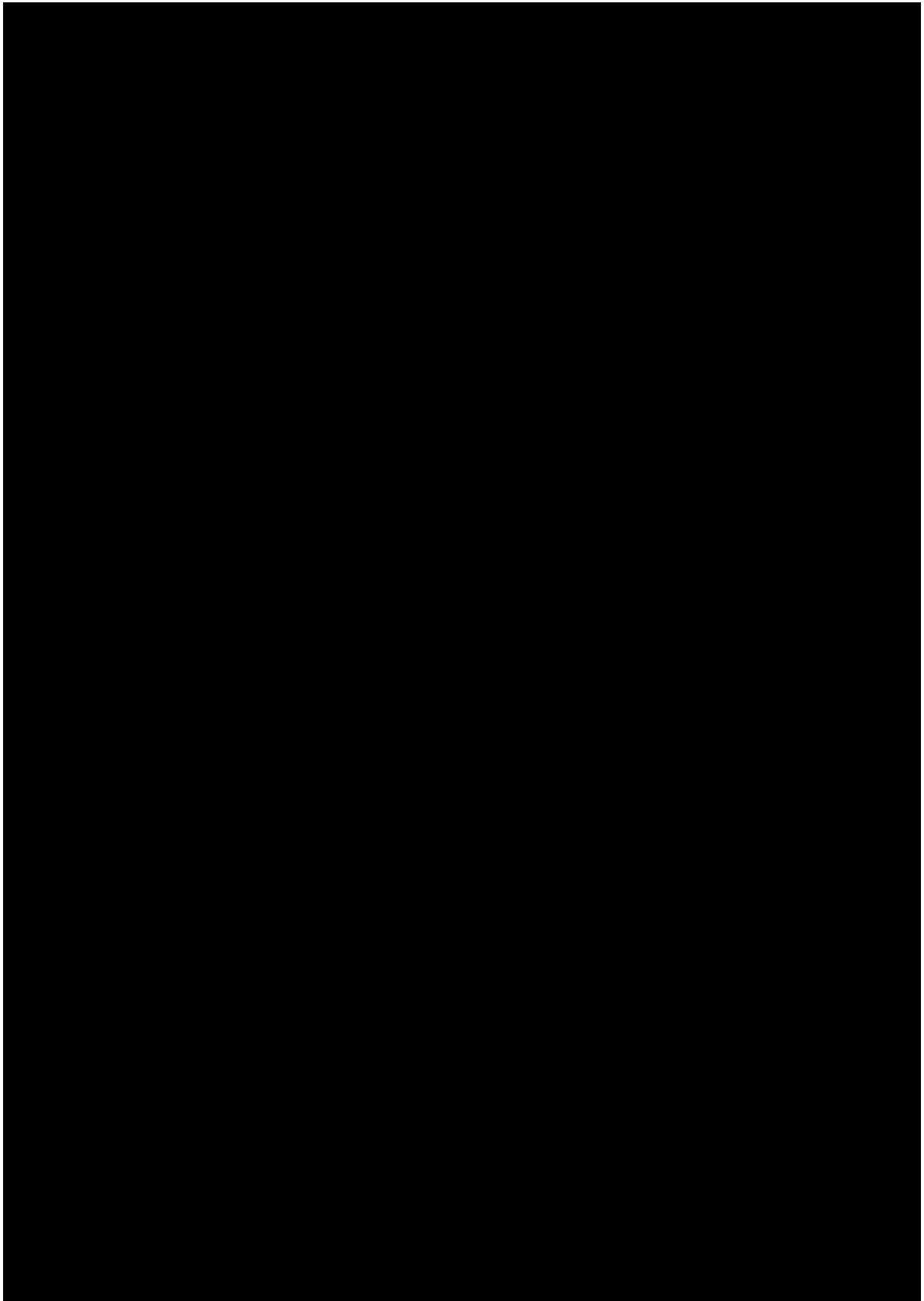
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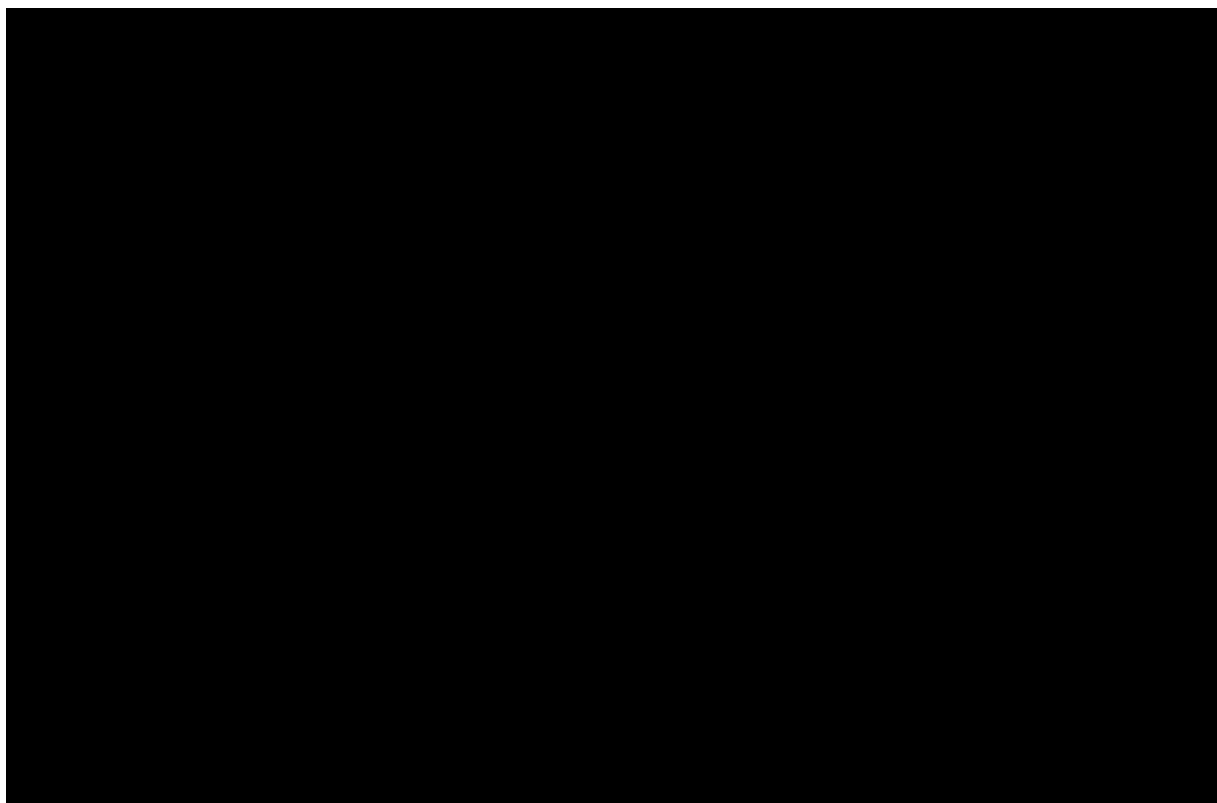
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Q And the provider, of course --

MR. KING: Matt, when you get to a stopping point, can we take a break? I just lost connection to the network. This could take a while to get booted back up here.

MR. LAVIN: All right. Let's take a break. Can we go off -- off the --

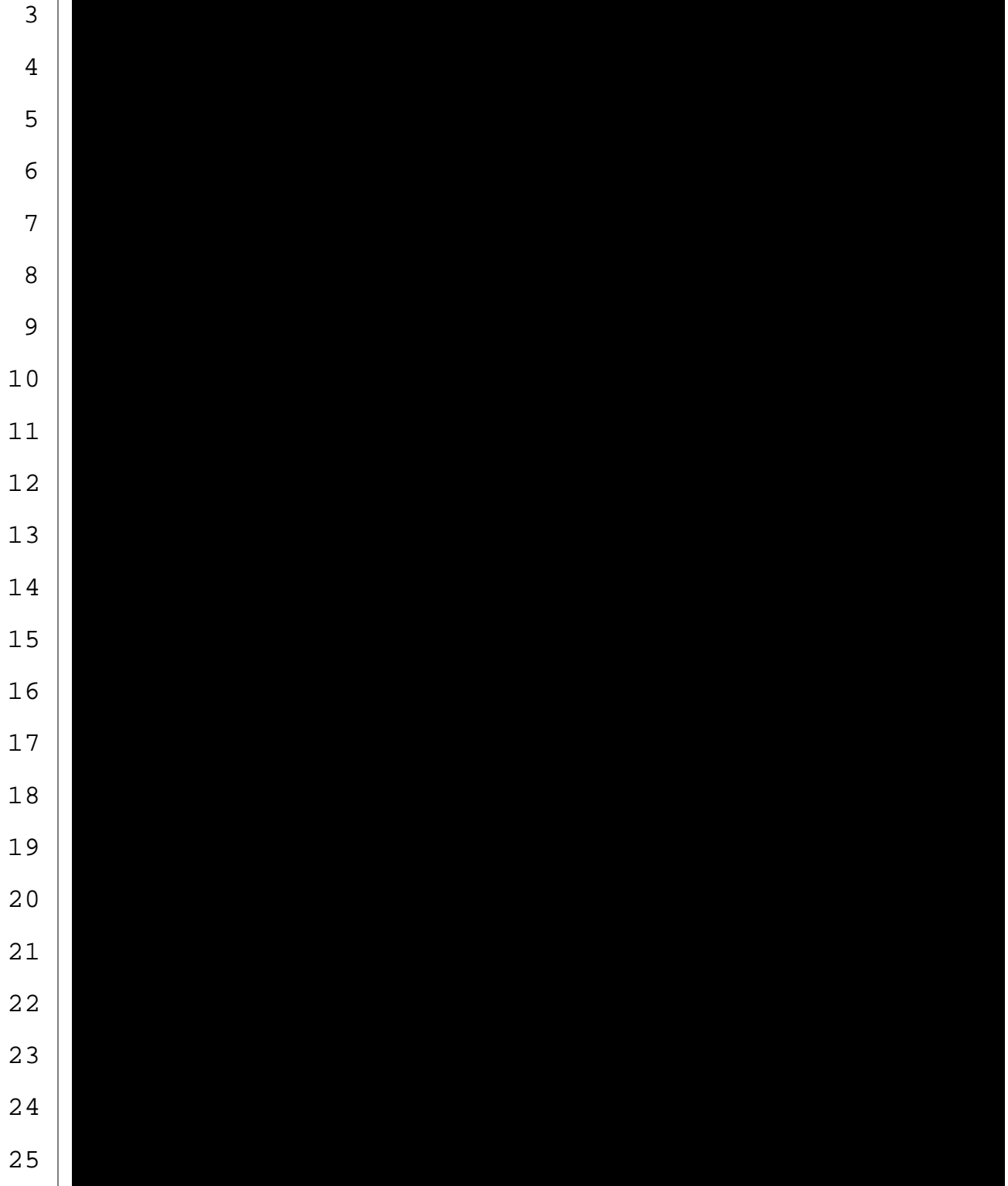
THE VIDEOGRAPHER: Okay. Let's go off the record. The time is 12:41 p.m., and this is the end of media unit number 3.

(Recess.)

THE VIDEOGRAPHER: Okay. We are going back on the record. The time is 1:11 p.m., and this is

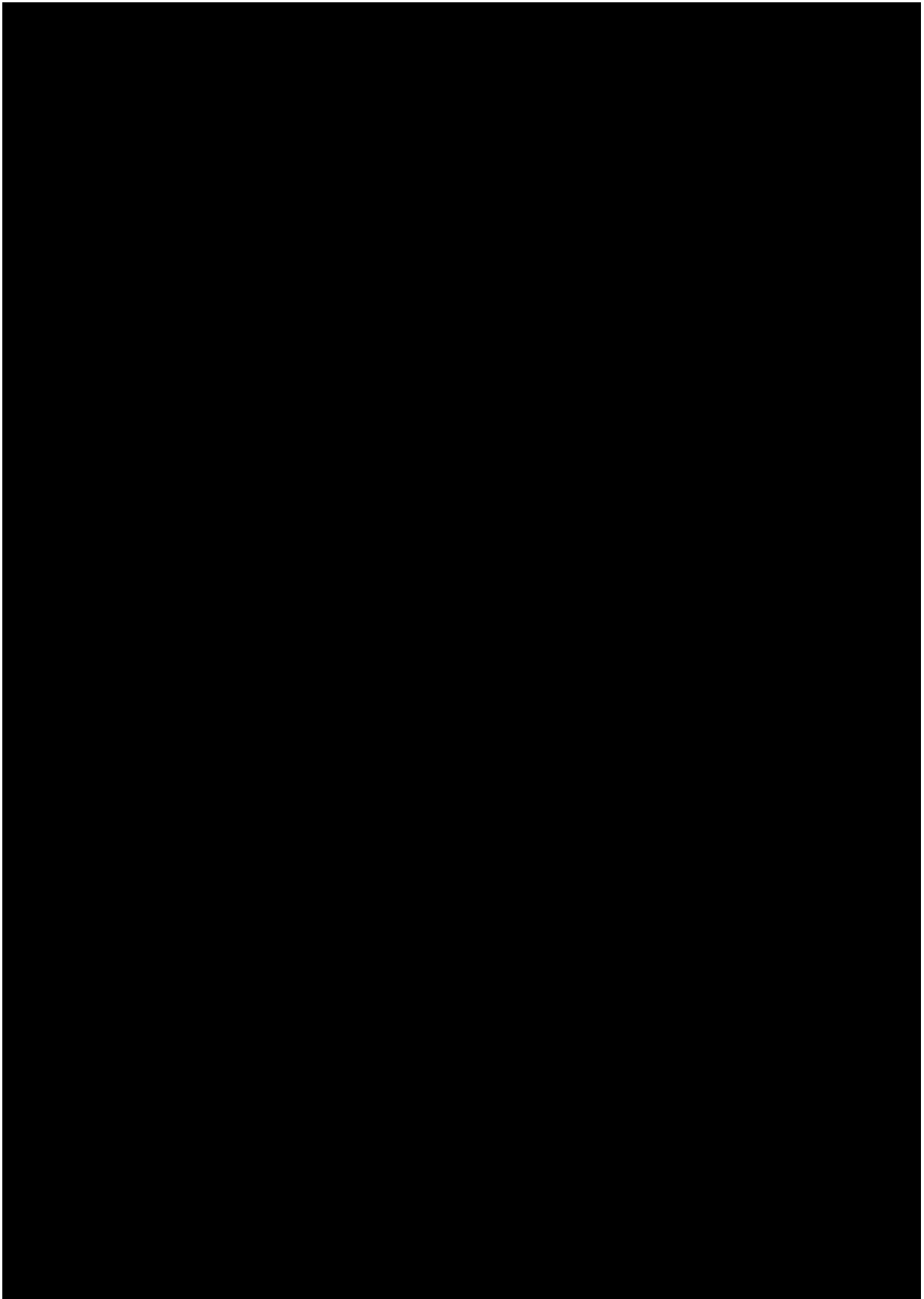
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2 BY MR. LAVIN:

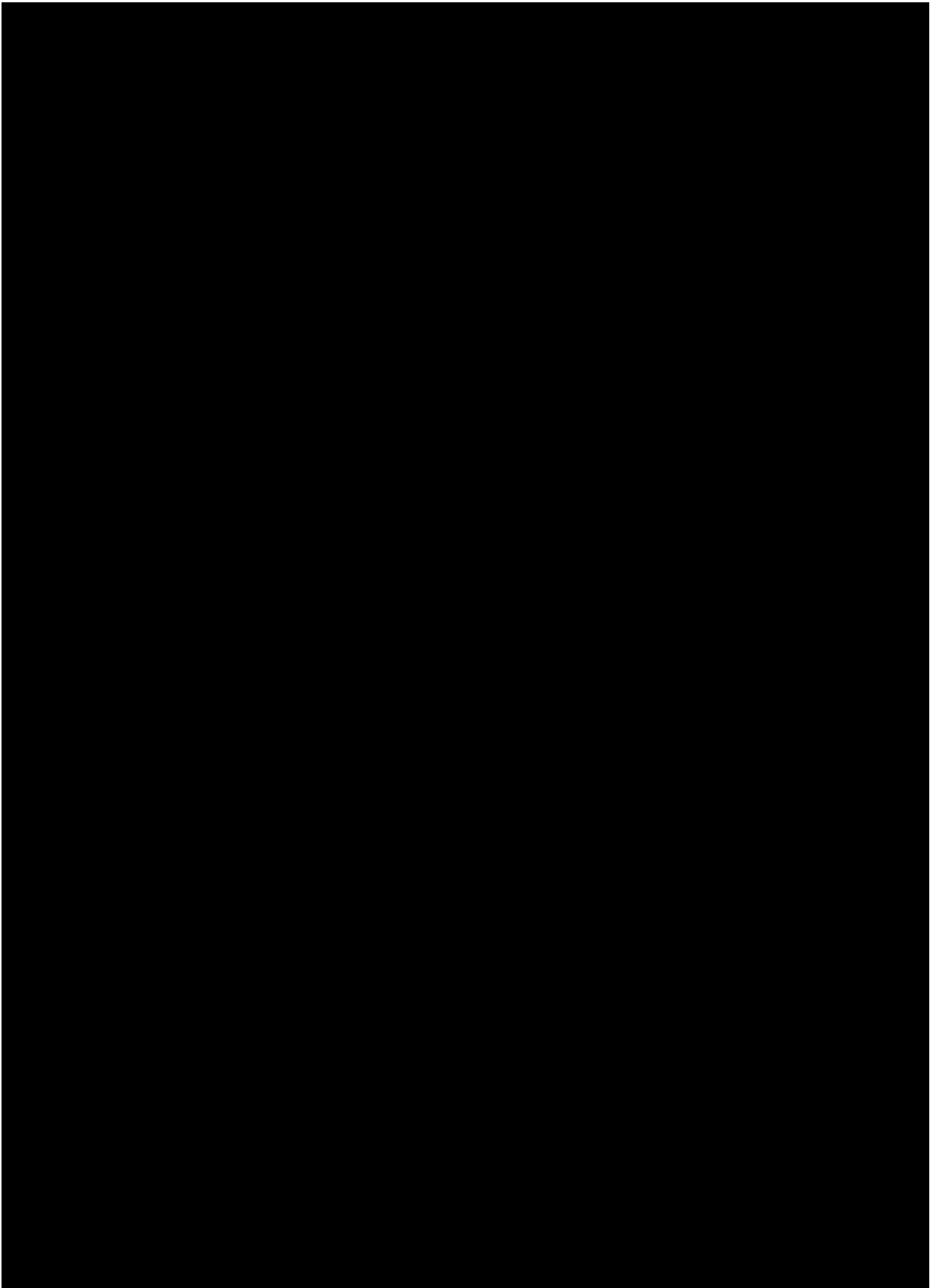


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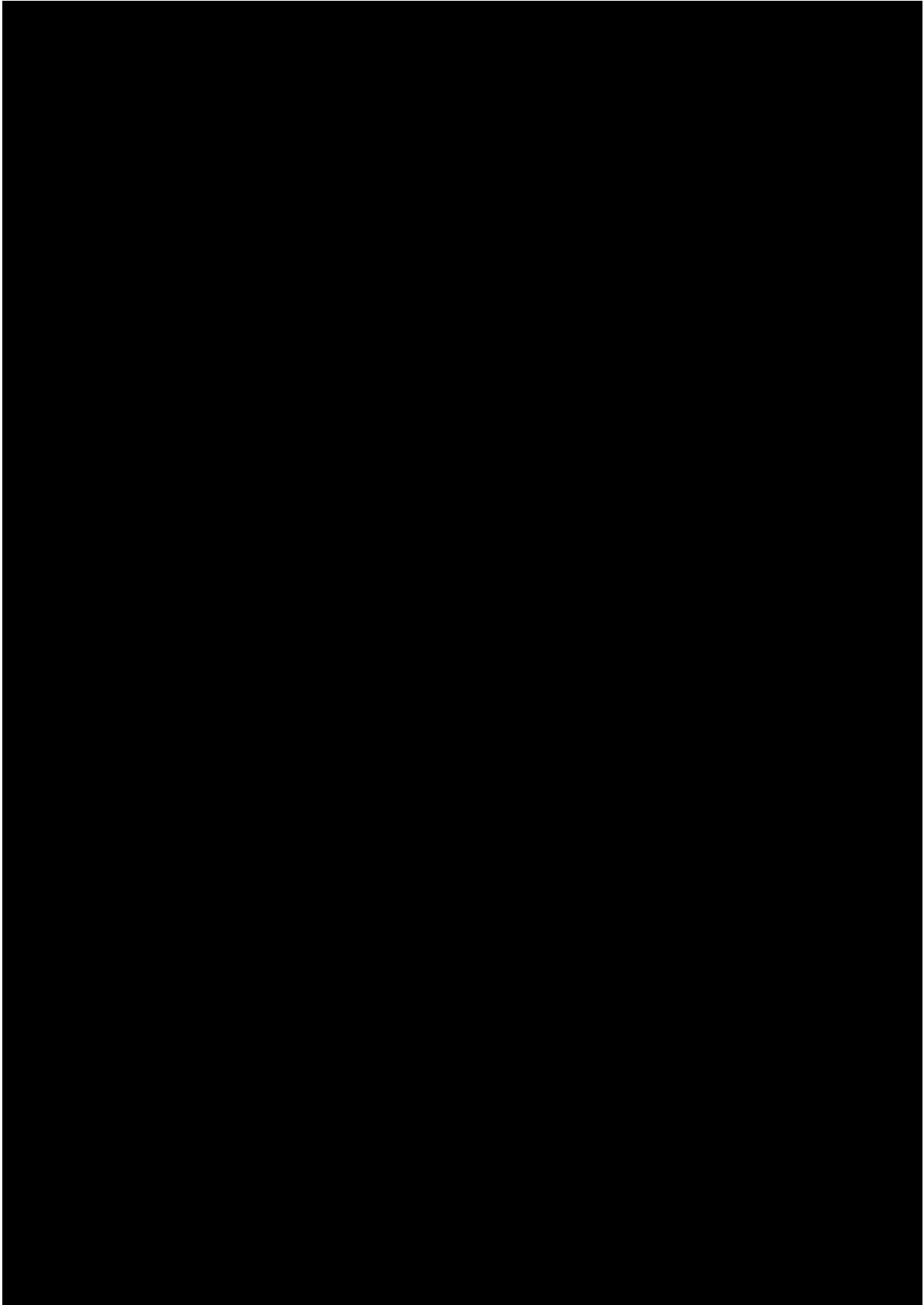
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21 BY MR. LAVIN:

22 Q Got it. All right.

23 Do you have any -- do you ever review in your
24 role revenue from MultiPlan's pricing solutions?

25 A I don't review revenue.

1 Q Okay. Is any part of your compensation based
2 on revenue from the Viant pricing solution?

3 A It is not.

4 Q So if I showed you some revenue reports,
5 that's not something you could identify?

6 A I wouldn't, no.

7 Q Do you ever look at -- do you know what a
8 savings report is?

9 A I do know a savings report, yes.

10 Q What is a savings report?

11 A I would term that as a report that summarizes
12 the savings that we were able to achieve.

13 Q Do you review savings reports in your role at
14 MultiPlan?

15 A I do.

16 Q Do you know what a savings trend is?

17 A I can speak to what I would reference that,
18 but I'm not sure what you might be referencing.

19 MR. LAVIN: Okay. Let's bring up the
20 document, Nicole. It's Bates -- I think it's -- oh,
21 it's tab 16.

22 Q And while we're doing that, is there
23 something also called an appeals report?

24 A Sure.

25 Q What is an appeals report?

1 A It, again, could reference many things. It
2 could reference open and/or closed appeals and their
3 corresponding outcomes.

4 Q Is that -- is that a daily report or a
5 monthly report, weekly report?

6 A It depends on the context in which you're
7 asking.

8 Q Is it just a -- is it a report you could pull
9 up at any time and make it up-to-date, the appeals
10 report?

11 A I can pull appeal information ad hoc, yes.

12 Q And you could, like, pull all United appeal
13 report information for the past, like, month or two,
14 right?

15 A Yes.

16 Q Do you know how many appeals United had for
17 Viant price claims last month, approximately?

18 A I don't know volume. I can tell you across
19 the product what our general appeal rates are, but I
20 don't know by -- by United.

21 (Exhibit 17 was marked for identification
22 and is attached hereto.)

23 BY MR. LAVIN:

24 Q Okay. Let's go -- so Exhibit 17 is MPI 9603.

25 A So this opened in Excel?

1 Q Uh-huh.

2 A Okay.

3 MR. KING: Matt, could you be so kind as to
4 tell me where a savings report and testimony about a
5 saving reports falls within any of the topics she's
6 been designated for?

7 MR. LAVIN: Well, I will mention this.

8 United produced -- I mean -- excuse me.
9 MultiPlan produced a lot of documents to us late in
10 the night on the last night of discovery and after
11 all other MultiPlan witnesses had been deposed. And
12 this is the last remaining MultiPlan witness. So if
13 she does not recognize the document, she doesn't
14 recognize the document.

15 MR. KING: All right. Well, then, let me
16 respond. Plaintiffs produced documents after all
17 the plaintiffs had been -- had been deposed and --
18 and so it's been the same thing and we've all been
19 under the same schedule. We all knew that this was
20 going to be the case.

21 But still, nonetheless, Matt, what -- the
22 issue really is fairness, okay? She's been
23 designated for certain topics. I've spent time
24 preparing her for those topics. She has not been
25 designated for savings report. It's not even

1 mentioned in -- in her -- in the deposition notice.

2 So it's just not -- it's just not fair to
3 subject her to questions about topics that she's not
4 been designated for regardless of discovery, what's
5 happened in discovery. I mean...

6 Do you understand that?

7 MR. LAVIN: Yeah. So I'm going to ask her if
8 she recognizes the document, and if she does, she
9 does; if she doesn't, she doesn't.

10 MR. KING: I -- I get it, but, you know, this
11 is not a fact deposition. And so the door is not
12 open for anything you might come across in your --

13 (Simultaneous speaking - unreportable.)

14 MR. LAVIN: Savings -- savings are related to
15 appeals.

16 MR. KING: That's not a topic, and you know
17 it. It's 8 what? Point it out to me. I -- I must
18 be stupid. Point it out to me where it is on the
19 topics.

20 MR. LAVIN: Appeals reference savings.
21 Appeals and rates of appeals and successful appeals
22 reference total savings.

23 MR. KING: Where -- the only topic is
24 topic 19, policies and procedures for inquiries and
25 appeals, okay? It doesn't fall within there.

1 You -- you can -- you can relate everything to
2 everything under --

3 MR. LAVIN: That's why --

4 MR. KING: -- under your view of the world --

5 MR. LAVIN: Right.

6 MR. KING: -- but that's just not how a
7 corporate deposition works.

8 BY MR. LAVIN:

9 Q Do you recognize this document?

10 A No.

11 Q There you go. All right. We can take this
12 document down.

13 And this is not a document you would ever
14 look at in the course of your duties at MultiPlan,
15 right?

16 A No.

17 MR. LAVIN: Well, then, I have another
18 document you're going to love under tab 14.

19 (Exhibit 18 was marked for identification
20 and is attached hereto.)

21 MR. LAVIN: So Exhibit 18 is MPI 12799
22 through 12800.

23 Q If you look down, it says -- the second email
24 down is from Karen Beckstead to Tom Ralston.

25 Who is Tom Ralston?

1 A Tom was previously in our healthcare
2 economics team.

3 Q Okay. So he is someone that had involvement
4 with the underlying methodology used to price Viant
5 claims?

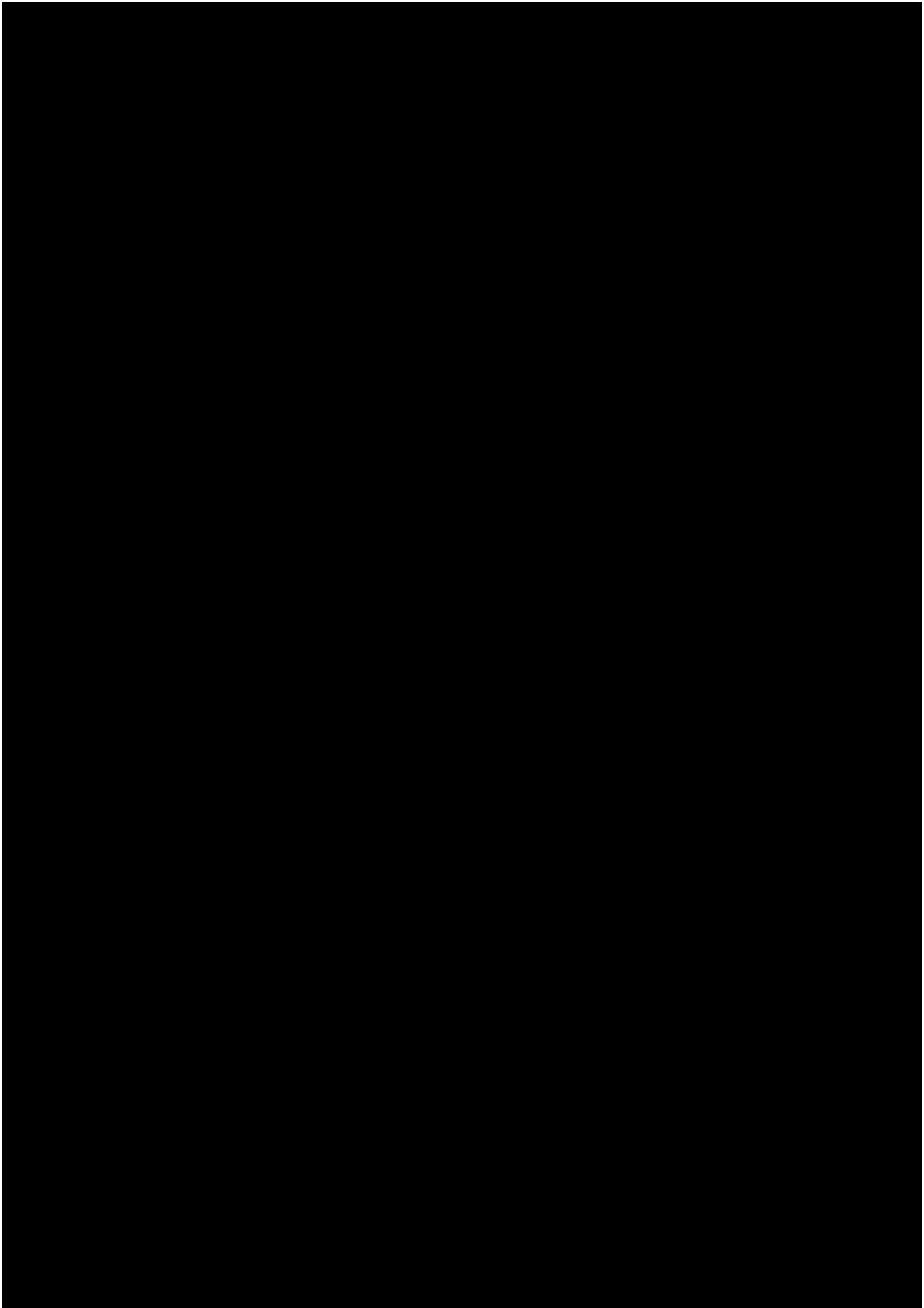
6 A Correct.

7 Q All right. Do you know what APC 5823 is?

8 A I don't.

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10 MR. LAVIN: All right. Let's go -- we can
11 take that exhibit down.

12 Q Have you ever heard of the -- are you aware
13 of any special appeals processes or policies or
14 guidelines to apply specifically to behavioral
15 health claims at Viant?

16 A No, I'm not.

17 Q Have you ever heard of the Parity Act?

18 A I have.

19 Q What is the Parity Act, if you know? You're
20 not a lawyer, I understand.

21 A To treat mental health as you would any other
22 claim.

23 Q Do you know if MultiPlan has ever conducted
24 an analysis to determine whether behavioral health
25 claims are priced in the same manner as medical

1 claims?

2 MR. KING: Same objections as before, outside
3 the scope, lack of foundation.

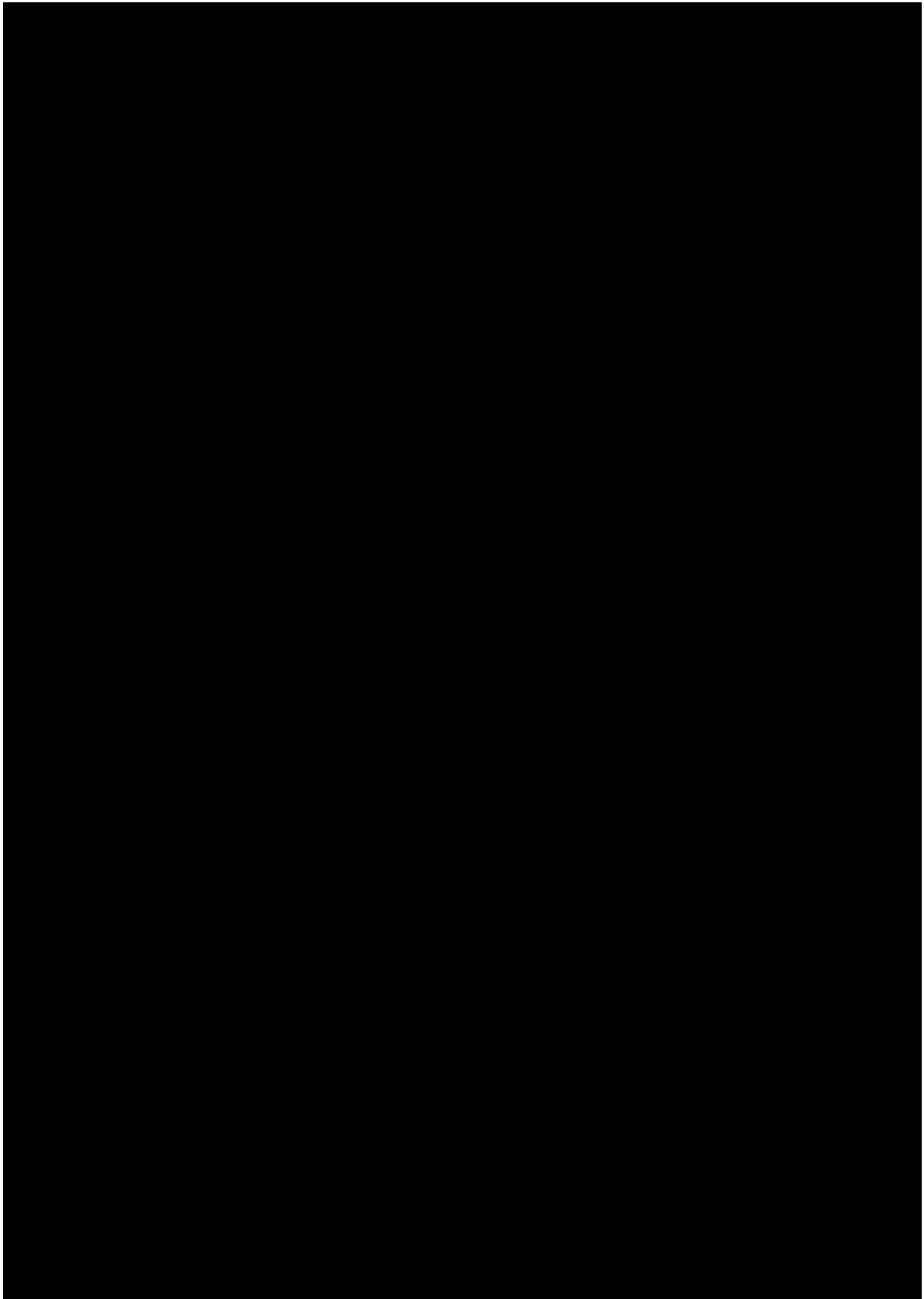
4 THE WITNESS: I don't know.

5 BY MR. LAVIN:

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Let me check my notes. I don't think I have any more questions, really. Can we take three minutes?

MR. KING: We'll take three minutes.

THE VIDEOGRAPHER: Let's go off the record. The time is 1:30 p.m., and this is the end of media unit number 4.

1 (Recess.)

2 THE VIDEOGRAPHER: Okay. We're going back on
3 the record. The time is 1:37 p.m. This is the
4 start of media unit number 5.

5 MR. KING: You're nothing but a big tease,
6 Matt.

7 MR. LAVIN: Well, that's why we took the
8 break, just to make sure.

9 Q So I have a question. You know, I -- about
10 the -- I know that Viant prices ASC claims, right?

11 A Yes.

12 Q And it also prices dialysis claims, right?
13 Is that correct?

14 A I -- I don't recall.

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BY MR. LAVIN:

Q And in that situation -- I just want to make sure I'm clear -- the next step in the process is for the claim specialist, resolution specialist to reach out to the provider, correct?

A Correct.

Q And that would usually happen within two or three days, correct?

A Generally, a few days, yes.

Q Is there any way for a member or a provider to contact MultiPlan or Viant before a claim has been priced to determine what the pricing will be on

1 a future claim?

2 MR. KING: Note my objection.

3 But you can answer.

4 THE WITNESS: No. They -- they wouldn't --
5 no.

6 BY MR. LAVIN:

7 Q And -- and do you understand why I'm saying,
8 well, could a provider say, hey, I've -- you know,
9 I'm concerned this might be priced by Viant or I
10 feel this might be priced by Viant? I'm contacting
11 you. Here's the code. Here's the date of service.
12 Here's the group member for the United member. Are
13 you able to give me an estimate what the pricing
14 will be?

15 MR. KING: Same objection. Outside the
16 scope.

17 You can answer if you can.

18 THE WITNESS: No, we don't have that.

19 BY MR. LAVIN:

20 Q Can't have that capability?

21 A We don't have that, right.

22 Q You can only price actual claims that are
23 sent through Viant, right?

24 MR. KING: Object -- object to form.

25 You can answer.

1 THE WITNESS: We do not offer that service
2 for a provider or a member to call us to give that
3 information.

4 BY MR. LAVIN:

5 Q Okay. Do you think that would be helpful
6 information for a member or provider to know before
7 receiving services?

8 MR. KING: Note my objection.

9 You can answer.

10 THE WITNESS: Could be.

11 BY MR. LAVIN:

12 Q Okay. But you don't offer it, correct?

13 A Correct.

14 MR. KING: Asked and answered.

15 MR. LAVIN: All right. We're going to play
16 one more exhibit. And Nicole is going to -- she's
17 handling it.

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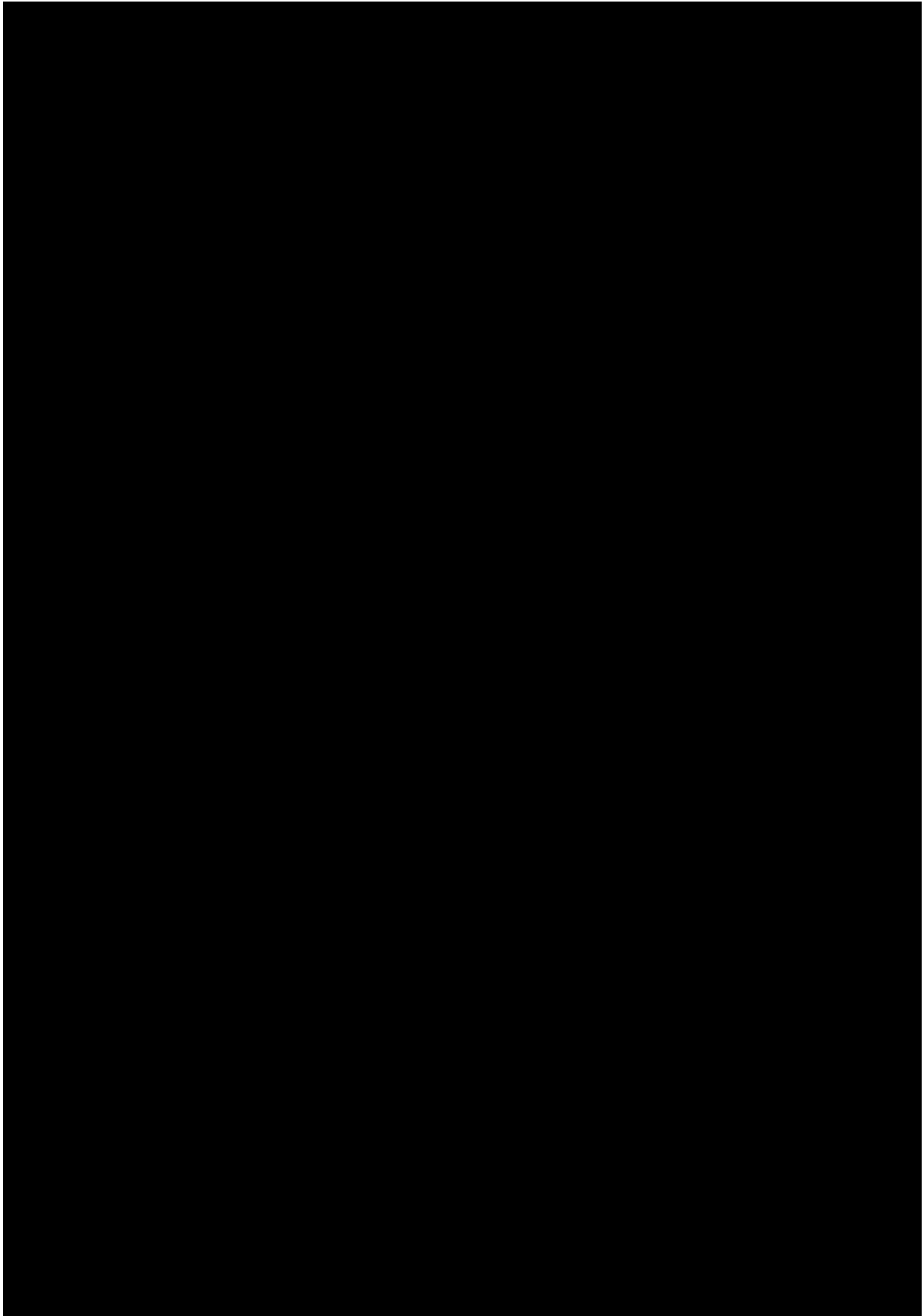
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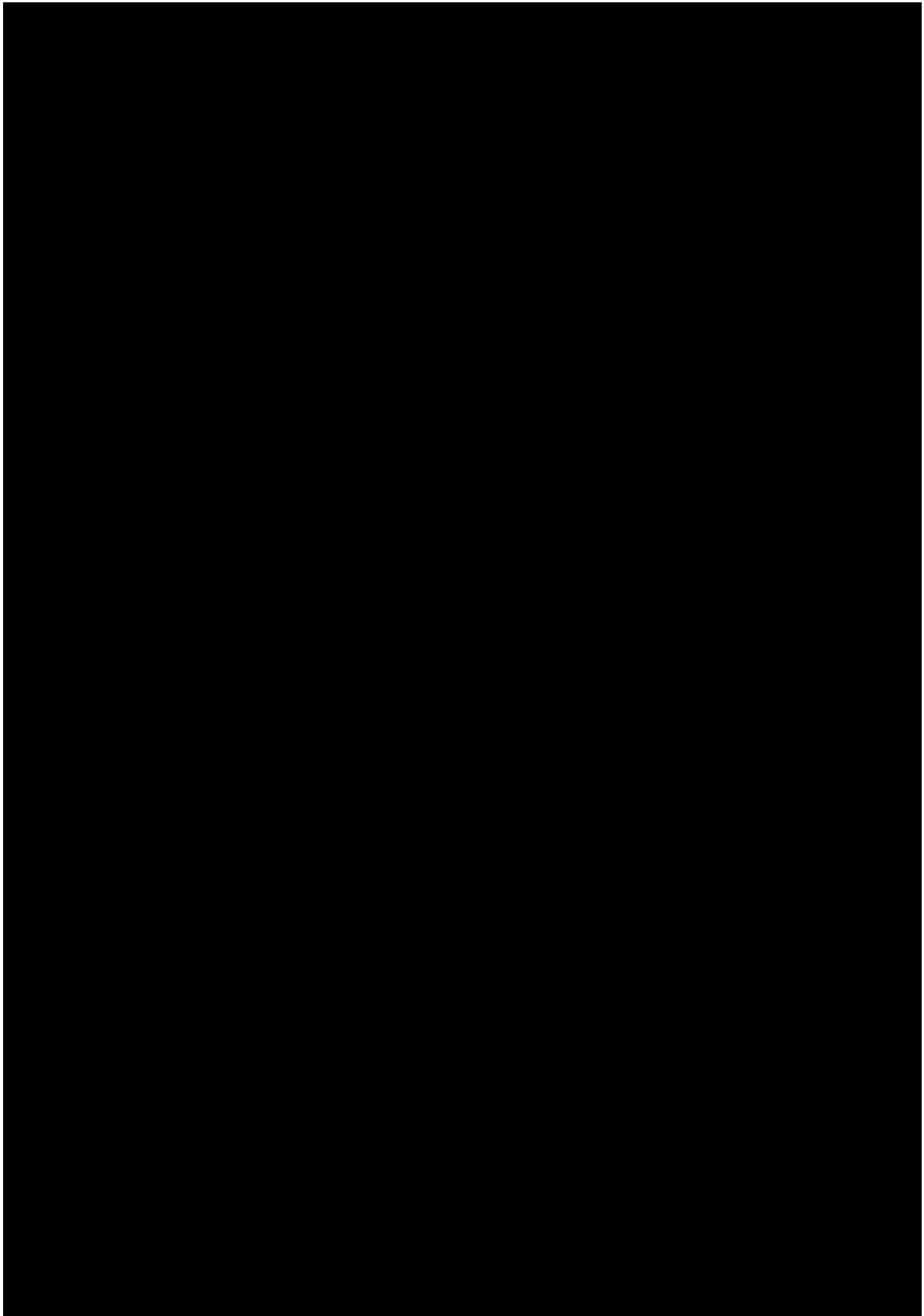
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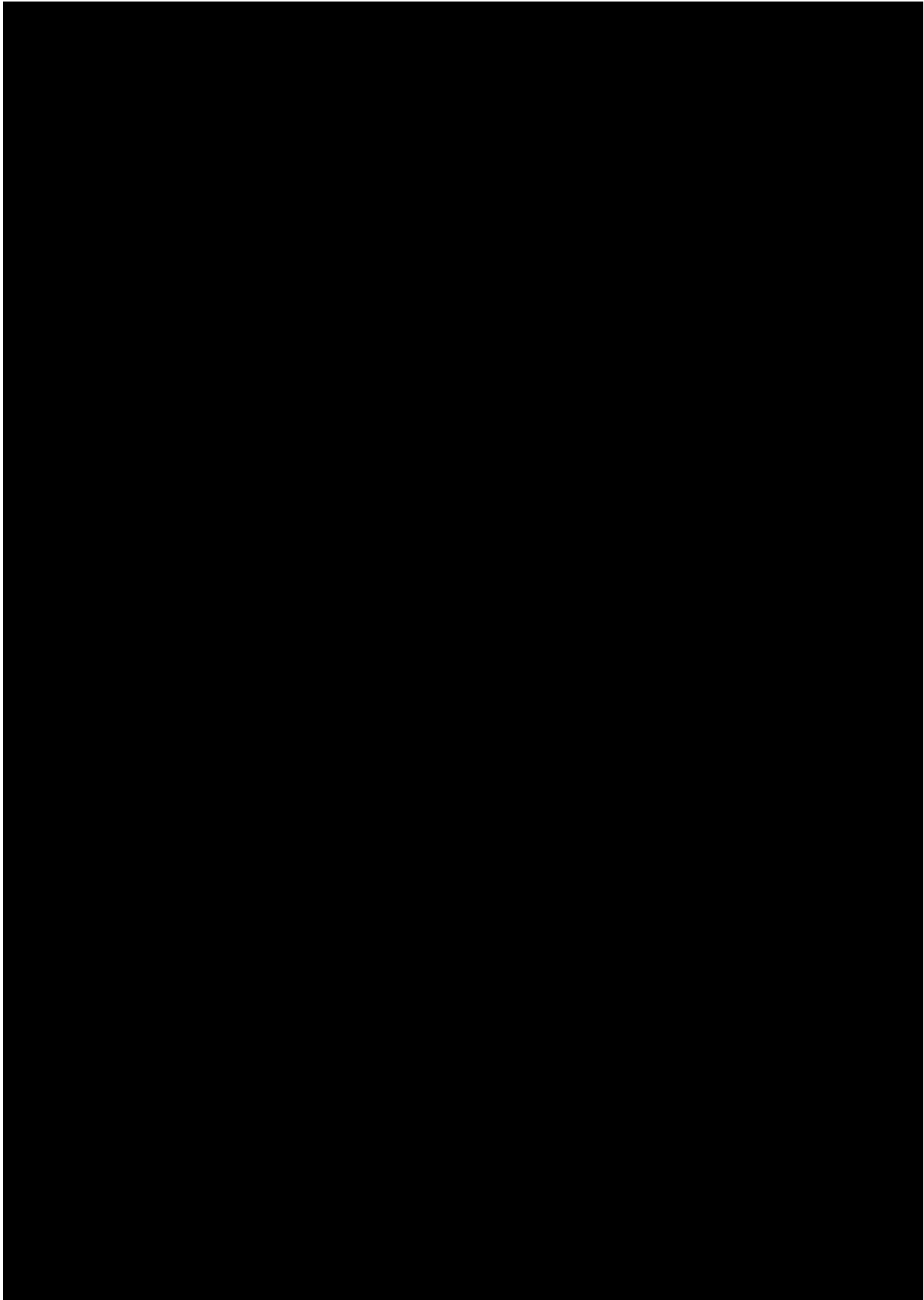
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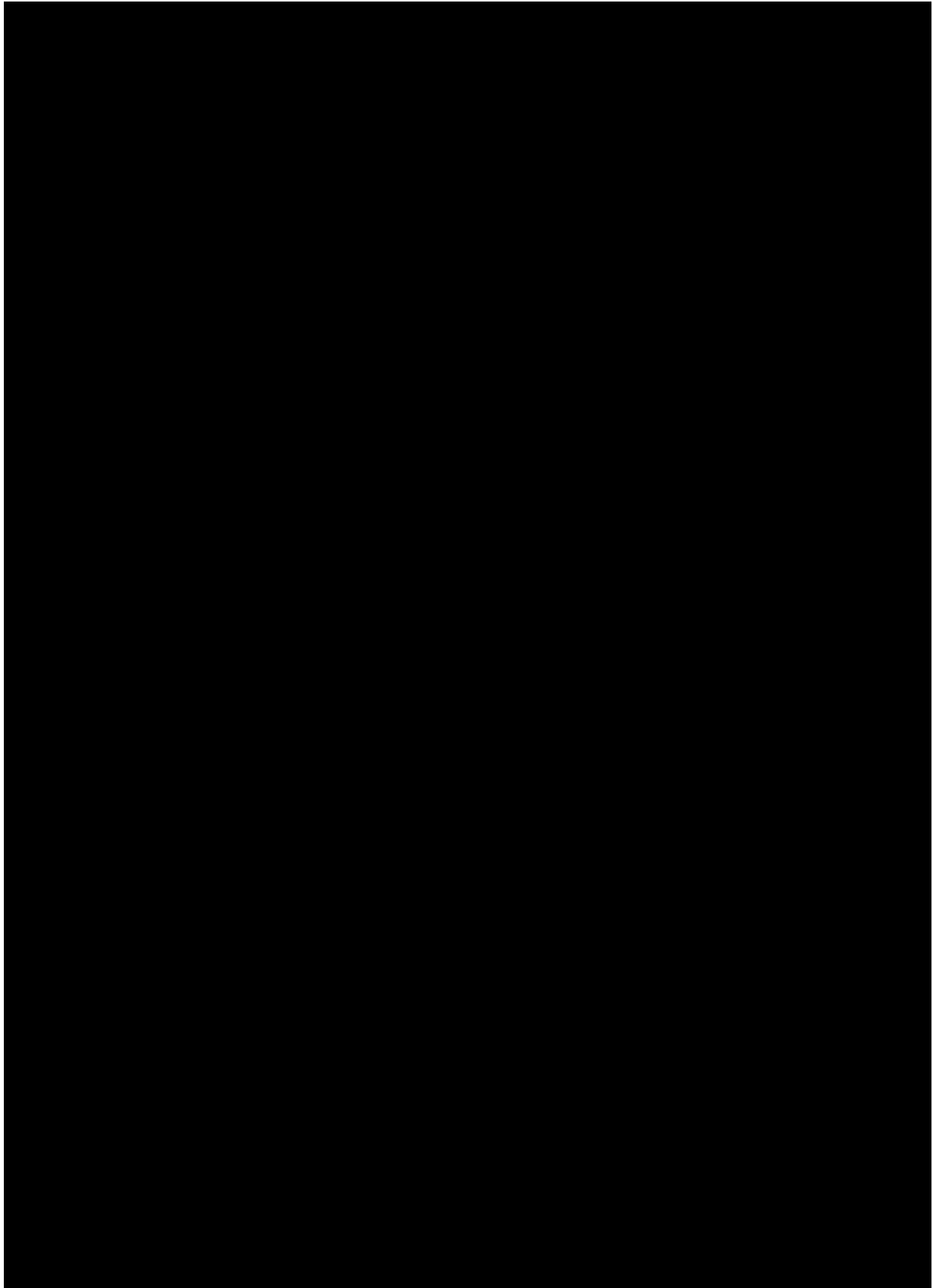
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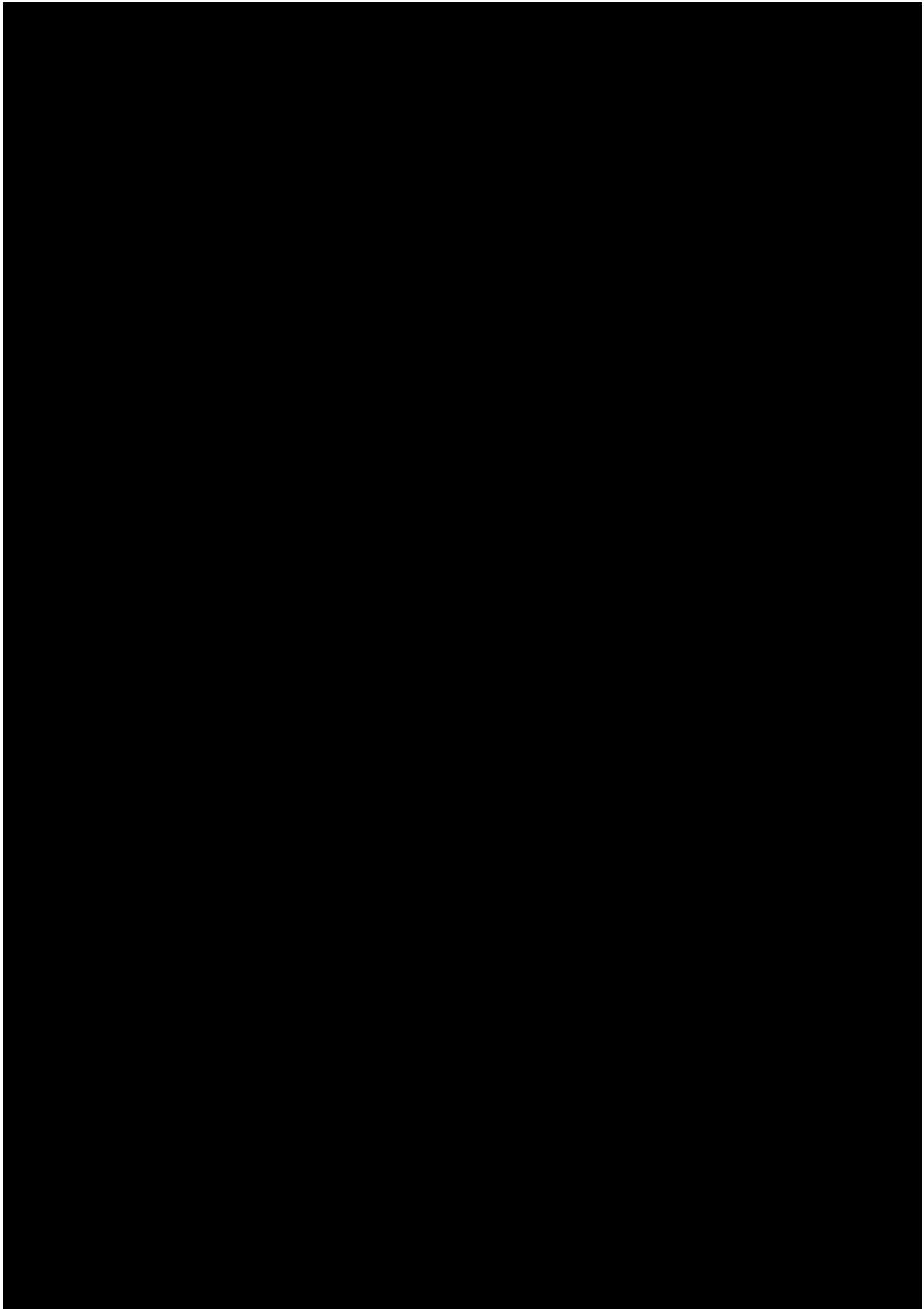
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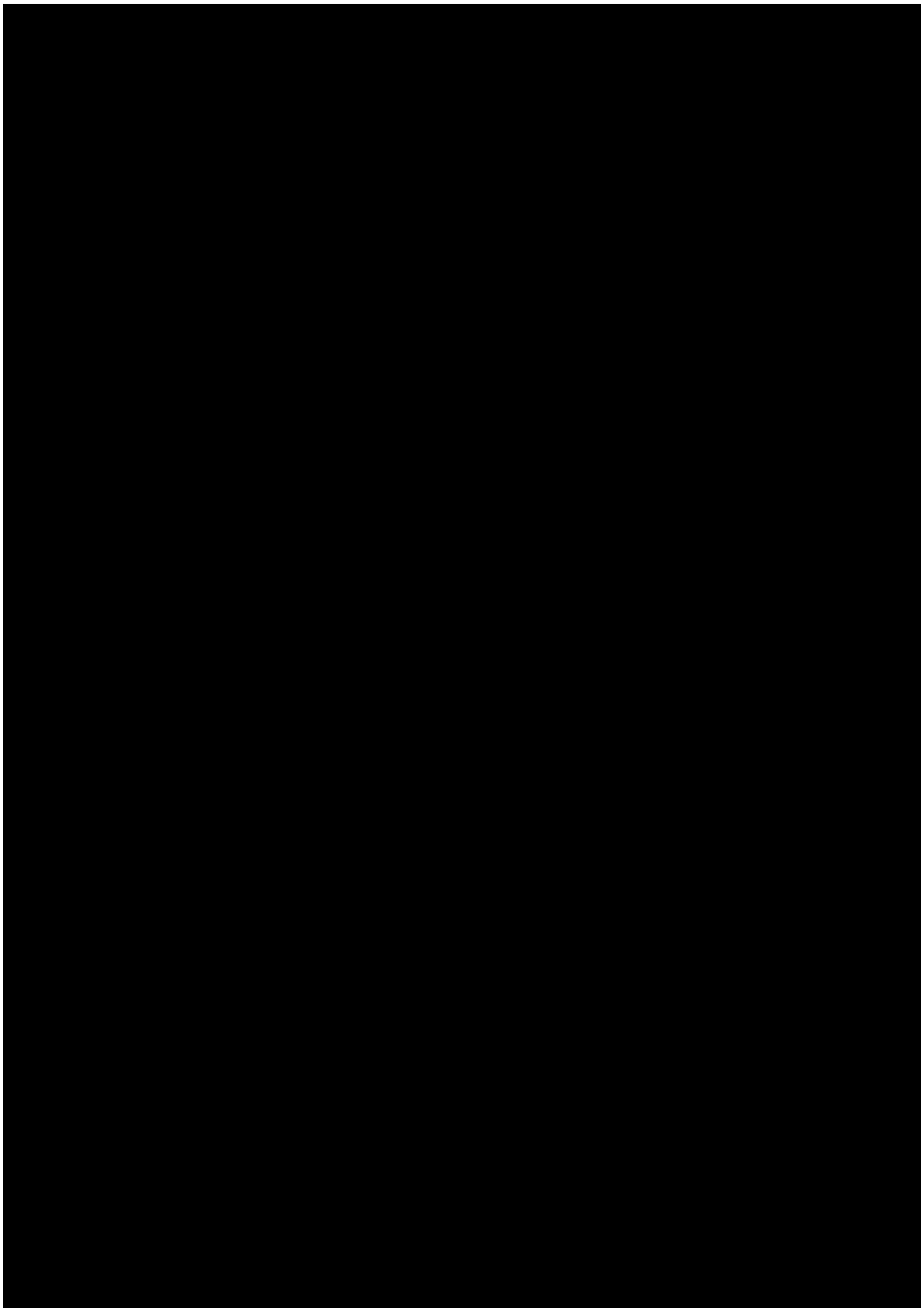
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18 BY MR. LAVIN:

19 Q Sure. Follow me on this.

20 So a lot of -- you only price out-of-network
21 claims, correct?

22 A That's all we're referencing here, yes.

23 Q In your experience, do out-of-network
24 providers tend to be smaller providers than, say,
25 big in-network hospital systems?

1 MR. KING: Objection; lack of foundation.

2 THE WITNESS: No. I would disagree with
3 that.

4 BY MR. LAVIN:

5 Q Do you know some large out-of-network
6 facilities?

7 MR. KING: Same -- same objection.

8 You can answer.

9 THE WITNESS: We do have large facilities
10 that are out of network, as well, yes.

11 BY MR. LAVIN:

12 Q Okay. And I -- I suppose there -- there
13 could be a couple, but in general, out-of-network
14 pro- -- isn't it possible there's out-of-network
15 providers that don't have the resources because of
16 their size to appeal and negotiate every single
17 Viant-priced claim?

18 MR. KING: Objection; outside the scope of
19 her deposition she's been designated for, calls for
20 speculation, lack of foundation.

21 You can answer.

22 THE WITNESS: They would -- I would -- a
23 provider would generally still invoice or balance a
24 member in that scenario by which we would then hear
25 from the member if the provider didn't have

1 resources.

2 MR. LAVIN: Okay.

3 THE WITNESS: They're generally processing
4 the EOB or the EOP that they're receiving and seeing
5 the payment that was made.

6 BY MR. LAVIN:

7 Q Okay. But you'll agree with me that probably
8 not every provider has the resources to make
9 multiple phone calls to Viant on each and every
10 Viant-priced claim?

11 MR. KING: Objection; lack of foundation,
12 beyond the scope of the deposition.

13 THE WITNESS: So they would only have to make
14 one call on a claim to initiate that. So they
15 wouldn't have to make subsequent calls on each
16 claim.

17 BY MR. LAVIN:

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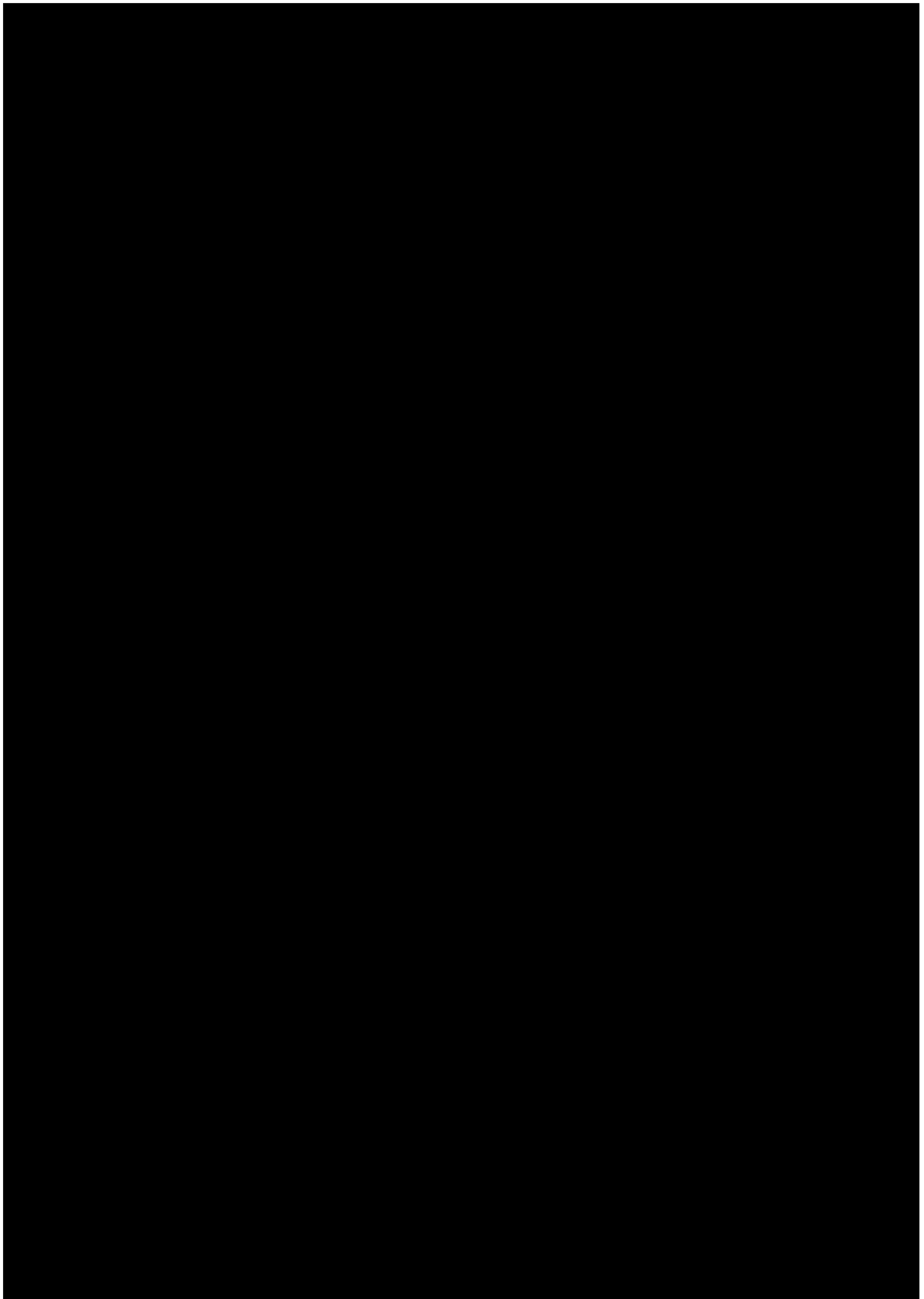
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22 MR. LAVIN: I don't have any further
23 questions.

24 MR. KING: Does United have any questions?

25 THE REPORTER: Could I get copy and rough

1 orders on the record, please.

2 MR. SIGLER: Give me a -- hey, Errol, give
3 me --

4 MR. KING: Hold on.

5 MR. SIGLER: -- give me one minute --

6 MR. KING: Okay.

7 MR. SIGLER: -- okay?

8 MR. KING: Sure.

9 Hey, Matt, while -- while the other Matt --

10 MR. LAVIN: Do we want to go off? Because --

11 THE VIDEOGRAPHER: Do you want to go off the
12 record?

13 MR. KING: No, no, no, no, no. I want to
14 leave it on.

15 This last recording, it's going to be
16 attached as an exhibit?

17 MR. LAVIN: Nicole, can you upload it?

18 MS. WEMHOFF: Sure thing.

19 (Exhibit 19 was marked for identification
20 and is attached hereto.)

21 MR. KING: And my second question is, where
22 did the recording come from? Did you issue a
23 subpoena to -- I think it's PCI Westlake Center?

24 MR. LAVIN: United did.

25 MR. KING: Okay. United did? Okay. So it

1 was produced in response to that subpoena, correct?

2 MR. LAVIN: Yes, I mean, that's my
3 understanding. We got it from United.

4 MR. KING: And you don't represent PCI
5 Westlake Center, do you?

6 MR. LAVIN: I do not.

7 MR. KING: Okay. All right. Thanks.

8 And while we wait on Matt, I will state that
9 I have no questions for the witness.

10 MR. LAVIN: Is it hot in Naperville right
11 now?

12 MR. KING: It's hot in this office because
13 over the weekend, there was a storm and, apparently,
14 the AC unit got struck and so --

15 MR. LAVIN: Got struck by lightning?

16 MR. KING: I believe so. I think that's --
17 that's what we were told, anyway. So --

18 THE WITNESS: It was actually a small tornado
19 that hit nearby.

20 MR. KING: Yeah.

21 MR. LAVIN: Oh, wow.

22 MR. KING: So it's -- it's cooling off,
23 though. Yesterday was a bit balmy, right?

24 THE WITNESS: It was.

25 THE REPORTER: Shall we go off the record,

1 folks, or do you want to stay on?

2 MR. SIGLER: Let's stay on. I just need 30
3 seconds. Thanks.

4 Okay. I've just got a few quick questions.
5 Everyone ready?

6 THE WITNESS: Yes.

7

8 EXAMINATION

9 BY MR. SIGLER:

10 Q Okay. Good afternoon, Ms. Praxmarer. My
11 name is Geoff Sigler. I'm counsel for the United
12 defendants. Thanks for all of your time today.

13 Just have a few quick questions relating to
14 that last line of questioning by Mr. Lavin. He said
15 something to the effect of the greater the balance
16 bill, the greater the savings, and I just wanted to
17 ask you about that.

18 That only holds true if a balance bill is
19 actually sent; is that correct?

20 MR. LAVIN: Objection; calls for speculation.
21 Objection to form.

22 THE WITNESS: Yes, correct.

23 BY MR. SIGLER:

24 Q And in your experience in your years of
25 service at Viant, do you see in a majority of

1 situations balance bills actually being sent?

2 A No, I do not.

3 MR. LAVIN: Objection to that question. Lack
4 of foundation.

5 BY MR. SIGLER:

6 Q And what's the -- what's the basis for that
7 observation, Ms. Praxmarer?

8 A Based on the percentage of appeals that we
9 receive from either a member through patient
10 advocacy or a provider directly.

11 Q And Mr. Lavin also asked you about the
12 negotiators' interest in retaining savings.

13 Do you recall that line of questioning?

14 A Yes.

15 Q And do the negotiators also have an interest
16 in trying to negotiate successful resolutions?

17 A They do, definitively.

18 Q And that's -- is that one of the services
19 that -- that Viant provides to UnitedHealth- --
20 UnitedHealthcare?

21 A Yes, it is.

22 Q And -- and does MultiPlan and Viant want to
23 do the best job it can do negotiating resolutions
24 whenever it can with these members?

25 MR. LAVIN: Objection to form.

1 THE WITNESS: Yes, correct.

2 BY MR. SIGLER:

3 Q And the negotiators, do they also get
4 evaluated based on the quality of work that they do
5 in negotiating resolutions?

6 A Yes.

7 MR. SIGLER: Thank you. I don't have any
8 further questions.

9 MR. LAVIN: I just have a couple follow-up
10 questions.

11

12 FURTHER EXAMINATION

13 BY MR. LAVIN:

14 Q Ms. Praxmarer, do you know what a financial
15 responsibility form is?

16 A I'm not sure what that -- are you -- can you
17 clarify what you're asking for the form?

18 Q Sure.

19 I believe you testified in response to one of
20 Mr. Sigler's questions whether patients have
21 financial responsibility for balances if they are
22 not balance billed.

23 Do you remember that?

24 A Uh-huh.

25 Q Okay. And what was your answer?

1 MR. SIGLER: I don't think that was my
2 question, Matt, but go ahead.

3 MR. KING: Agreed. I don't think you have it
4 stated correctly, Matt.

5 MR. SIGLER: So I'm just going to -- let
6 me -- let me state an objection rather than a
7 statement. I'm -- object as beyond the scope of the
8 examination.

9 BY MR. LAVIN:

10 Q Okay. Are you aware -- or does MultiPlan
11 conduct any analysis to determine if patients whose
12 claims have been priced by Viant OPR have signed
13 financial responsibility agreements with their
14 providers?

15 MR. KING: Note my objection.

16 MR. SIGLER: Same objection.

17 THE WITNESS: No.

18 BY MR. LAVIN:

19 Q Do you know if patients sign agreements with
20 the providers who call up to appeal claims where the
21 patient is responsible for all amounts not covered
22 by insurance?

23 MR. SIGLER: Same objection.

24 MR. KING: Same objection.

25 THE WITNESS: That would be a question for

1 each individual patient as they're -- they're seeing
2 an out-of-network provider.

3 BY MR. LAVIN:

4 Q Wouldn't you agree with me that if a patient
5 has signed an agreement with a provider, they've
6 responsible for all amounts not paid by insurance,
7 that they are responsible for those amounts whether
8 or not they are balance billed?

9 MR. KING: Objection; outside --

10 MR. SIGLER: Same objection. Form,
11 foundation.

12 MR. KING: Outside the scope, calls for
13 speculation, hypothetical.

14 THE WITNESS: Yes, that would generally be
15 what a document would be. But if they're not being
16 balance billed, I don't understand how they would be
17 liable.

18 BY MR. LAVIN:

19 Q Okay. But we talked about they may have
20 signed a form, correct?

21 A Sure.

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8 Q Is it your assumption that if a member
9 doesn't call in, that they have not been balance
10 billed?

11 MR. KING: Note my objection.

12 MR. SIGLER: Objection to form.

13 THE WITNESS: Yes. They are receiving that
14 letter to advise to contact us if they are being
15 balance billed.

16 BY MR. LAVIN:

17 Q But would you agree with me that members also
18 receive balance bills and then don't call in?

19 MR. KING: Note my objection.

20 THE WITNESS: They could. I wouldn't know
21 that.

22 BY MR. LAVIN:

23 Q You really don't know, right?

24 MR. KING: Same objection.

25 THE WITNESS: I -- I wouldn't know what each

1 individual member or patient is doing with their
2 healthcare, no.

3 BY MR. LAVIN:

4 Q I guess, you know -- but you'll agree with
5 me, there's no way to know whether a member was
6 balance billed or not if they didn't call in,
7 correct?

8 MR. KING: No way -- no way for Viant to
9 know?

10 MR. LAVIN: That's right.

11 Q No way for Viant to know whether a member was
12 balance billed or not unless they call in, correct?

13 MR. KING: Same objection.

14 You can answer.

15 THE WITNESS: Correct. They would call us or
16 they would call United, and United would refer them.
17 I would generally think that if a patient had a
18 balance bill, that they received a letter to
19 indicate call, that they would do that.

20 BY MR. LAVIN:

21 Q But it's also very possible that they
22 wouldn't call anybody, right?

23 A If that's the decision they made.

24 Q They might pay that balance bill, right?

25 MR. KING: Same objection. Calling for

1 speculation as to what the members will do.

2 THE WITNESS: Could be.

3 BY MR. LAVIN:

4 Q I guess, you know, the point I'm trying to
5 make is you don't know whether members are balance
6 billed or not --

7 MR. KING: Same objection.

8 BY MR. LAVIN:

9 Q -- unless they call in and tell you, right?

10 MR. SIGLER: Objection to form; asked and
11 answered over and over again.

12 BY MR. LAVIN:

13 Q Right?

14 A Correct.

15 MR. LAVIN: All right. No further questions.

16 MR. KING: The witness will read and sign.

17 MR. SIGLER: Did we designate the transcript
18 attorneys' eyes only? I just wasn't on for that
19 portion.

20 MR. KING: We did -- we did not yet. That's
21 usually something I do at the end, so thanks --
22 thanks for that, Geoff.

23 This transcript will be designated attorney
24 eyes only under the protective order, to be
25 undesignated at a future point in time as is

1 appropriate.

2 MR. LAVIN: And we will take a rough.

3 THE REPORTER: Thank you. Anyone else?

4 MR. SIGLER: I believe we have a standing
5 order for the United defendants that includes a
6 rough. And I can't recall what a regular delivery
7 is, but we'll take that, too.

8 MR. KING: This is Mr. King. I'll take a
9 rough and a regular.

10 THE REPORTER: Thank you.

11 MR. SIGLER: Thanks, everyone.

12 THE VIDEOGRAPHER: If there's nothing
13 further, we are off the record at 2:17 p.m., and
14 this concludes today's testimony given by Kathy
15 Praxmarer. The total number of media units used was
16 five and will be retained by Veritext Legal
17 Solutions.

18 (TIME NOTED: 2:17 p.m.)

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4 I, KATHY PRAXMARER, do hereby declare under
5 penalty of perjury that I have read the foregoing
6 transcript; that I have made any corrections as
7 appear noted, in ink, initialed by me, or attached
8 hereto; that my testimony as contained herein, as
9 corrected, is true and correct.

10 EXECUTED this ____ day of _____,
11 20____, at _____, _____.
(City) (State)

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KATHY PRAXMARER

VOLUME I
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1 I, the undersigned, a Certified Shorthand
2 Reporter of the State of California, do hereby
3 certify:

4 That the foregoing proceedings were taken
5 before me at the time and place herein set forth;
6 that any witnesses in the foregoing proceedings,
7 prior to testifying, were placed under oath; that a
8 record of the proceedings was made by me using
9 machine shorthand which was thereafter transcribed
10 under my direction; further, that the foregoing is
11 an accurate transcription thereof.

12 I further certify that I am neither
13 financially interested in the action nor a relative
14 or employee of any attorney of any of the parties.

15 IN WITNESS WHEREOF, I have this date
16 subscribed my name.

17
18 Dated: August 9, 2022
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[3 - accepting]

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[accepts - answer]

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[answer - areas]

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Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

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